

Entered as Instrument No.
99-106375

STATE OF NEBRASKA
COUNTY OF HALL

'99 JUN 24 PM 3 22

Kathy Braach
REG. OF DEEDS

CASH 235.50
CHECK _____

REFUNDS:
CASH _____
CHECK _____

99 106375

RESERVED FOR REGISTER OF DEEDS RECORDING SPACE
(Sec. 17-1901.01)
HALL COUNTY, NE

235.50

G.I. ABSTRACT

99 106375

MEMORANDUM OF SHOPPING CENTER GROUND LEASE

THIS MEMORANDUM OF SHOPPING CENTER GROUND LEASE is entered into as of the 11th day of March, 1999, between **Robert M. Allen Family Limited Partnership** ("**Landlord**"), and **Albertson's, Inc.**, a Delaware corporation ("**Tenant**").

1. Premises: Landlord and Tenant have heretofore entered into a Shopping Center Ground Lease dated as of March 11, 1999 (hereinafter called "**Ground Lease**"), whereby Landlord has leased and Tenant has hired, and Landlord does hereby lease and Tenant does hereby hire, those certain premises in the City of Grand Island, County of Hall, State of Nebraska, described as Parcel 2 in the Ground Lease and more particularly described in **Schedule I** hereto and shown on **Exhibit "A"** hereto ("**Leased Premises**"), which Leased Premises are a part of the Shopping Center described in said Ground Lease and more particularly described in **Schedule I** attached hereto. All words for which a definition is set forth in the Ground Lease shall have the same meaning herein as they do in the Ground Lease. The Shopping Center is comprised of Parcels 1 through 5 and Parcels 14 through 29 shown on Exhibit "A." As used in the Ground Lease and the Operating Documents, Phases 1, 2, and 3 are specifically defined and include the respective areas labeled as such on Exhibit "A." Phase 3 is not a part of the Shopping Center as defined in the Ground Lease, Declaration, CAMA, and Development Agreement, but Phase 3 is encumbered by certain restrictions set forth in the Covenant Against Certain Uses.

2. Term: The term of the Ground Lease is for an interim term commencing on the date of the Ground Lease and terminating on the date the primary term commences; and for a primary term commencing on the Rent Commencement Date and terminating on the twenty-fifth (25th) anniversary of the later of (a) the date Tenant opens for business to the public on the Leased Premises, or (b) the 18-month anniversary of the date of this Ground Lease. As defined in the Ground Lease, the "**Rent Commencement Date**" is the date of the last to occur of the following: (i) all Conditions Subsequent set forth in Article 7 of the Ground Lease have been satisfied or Tenant has waived the same; (ii) Landlord and Tenant have executed and recorded this Memorandum of Shopping Center Ground Lease; (iii) Landlord has completed and provided Tenant written notice of completion of the Phase 1 Site Work as described in the Development Agreement attached to the Ground Lease as **Exhibit "B;"** and (iv) Landlord has delivered to Tenant possession of the Leased Premises in accordance with the Ground Lease.

3. Option for Renewal: Tenant, at Tenant's option, in accordance with the terms of the Ground Lease, may extend the term of the Ground Lease for eight (8) consecutive periods of five (5) years each on the same terms and conditions, except length of term and rent, as the primary term of the Ground Lease.

4. Title to Improvements: The Ground Lease provides as follows:

8.2 Fee title to all improvements constructed by Tenant and located on the Leased Premises, together with all additions, alterations and improvements thereto, even though a part of the realty, shall be and remain in Tenant during the term of this Ground Lease. Upon the termination of this Ground Lease, fee title to all improvements then located on the Leased Premises, together with all additions, alterations and improvements thereto, shall pass to and vest in Landlord.

8.3 Tenant may sell any improvements located on the Leased Premises, together with all additions, alterations and improvements thereto, to a third party subject, however, to the terms of this Ground Lease. Tenant shall provide Landlord with written notice of such sale, together with the address of the transferee for purposes of Article 16 (Notices) of the Ground Lease, within fifteen (15) days following the closing of the sale.

5. Compliance with Operating Documents and Applicable Laws. The Ground Lease provides as follows:

5.1 Landlord and Tenant each agree to perform their respective obligations set forth in the Operating Documents [including the Development Agreement attached to the Ground Lease and this Memorandum as Exhibit "B," the Declaration of Restrictions and Grant of Easements ("**Declaration**"), the Common Area Maintenance Agreement ("**CAMA**") and the Covenant Against Certain Uses, all dated concurrently with this Memorandum and recorded against the Shopping Center]. Tenant shall fulfill the obligations, and enjoy the benefits, of the Owner of Parcel 2 under each of the Operating Documents, including the rights and obligations of Article 11 of the CAMA relating to an Owner's election to Self-Maintain (as defined in the CAMA) its own Parcel.

5.2 Any default by Landlord or Tenant under any of the Operating Documents shall constitute a default under this Ground Lease subject to all of the rights and remedies set forth in Article 15 (Default) hereof, including, without limitation, the right to deduct from Annual Rent any costs incurred by Tenant to perform Landlord's obligations under the Operating Documents.

5.3 Landlord's and Tenant's execution of the Ground Lease constitutes their execution of the Development Agreement and their agreement to enter into the CAMA, Declaration, and Covenant Regarding Certain Uses.

(Bracketed Material Added.)

6. General Provisions: The Ground Lease provides as follows:

24.1 All of the provisions contained in this Ground Lease shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

24.2 Each easement, covenant and restriction on a Parcel shall be a burden on that Parcel, shall be appurtenant to and for the benefit of the other Parcels and each part thereof, shall run with the land and shall be binding upon the parties, their heirs, personal representatives, successors and assigns, and upon any person acquiring a Parcel, or any portion thereof, or any interest therein, whether by operation of law or otherwise.

24.3 In the event of any violation or threatened violation by any person of any of the easements, covenants or restrictions contained in this Ground Lease, Landlord and Tenant shall each have the right to enjoin such violation or

threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Ground Lease.

24.4 If any term, covenant, condition or agreement of this Ground Lease or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Ground Lease or the application of such term, covenant, condition or agreement to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition or agreement of this Ground Lease shall be valid and shall be enforced to the extent permitted by law.

24.6 This Ground Lease contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Ground Lease shall be construed as a whole and not strictly for or against any party.

24.8 If any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

24.9 Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Shopping Center to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Ground Lease shall be strictly limited to and for the purposes herein expressed.

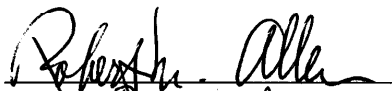
24.10 The provisions of this Ground Lease are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

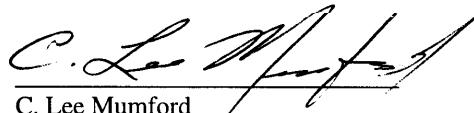
24.11 This Ground Lease is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

7. **Ground Lease Incorporated:** All the terms, conditions and covenants of the Ground Lease, which may be inspected at the offices of Landlord at 1115 West Second Street, P.O. Box 987, Hastings, Nebraska 68902-0987; or at the offices of the Tenant at P.O. Box 20, Boise, Idaho 83726, are incorporated herein by this reference. In the event of a conflict between the Ground Lease and this Memorandum, the Ground Lease shall control.

LANDLORD:
Robert M. Allen Family Limited Partnership,
a Nebraska limited partnership

TENANT:
Albertson's, Inc.,
a Delaware corporation

BY: 
Name: ROBERT M. ALLEN
General Partner

BY: 
C. Lee Mumford
Vice President, Real Estate Law

STATE OF)
) ss.
County of)

99 106375

On this 13th day of May, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert M. Allen, to me known to be the General Partner, of **Robert M. Allen Family Limited Partnership**, the limited partnership that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said limited partnership, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:
June 16, 2001



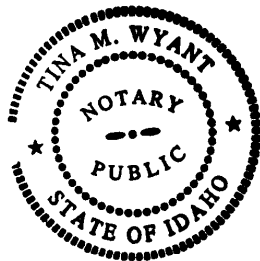
Christine M. Guest
Notary Public in and for the
State of Nebraska
Residing at Junata, NE 68955

STATE OF IDAHO)
) ss.
County of Ada)

On this 17th day of May, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared **C. Lee Mumford**, to me known to be the Vice President, Real Estate Law, of **Albertson's, Inc.**, the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:
04/02/03



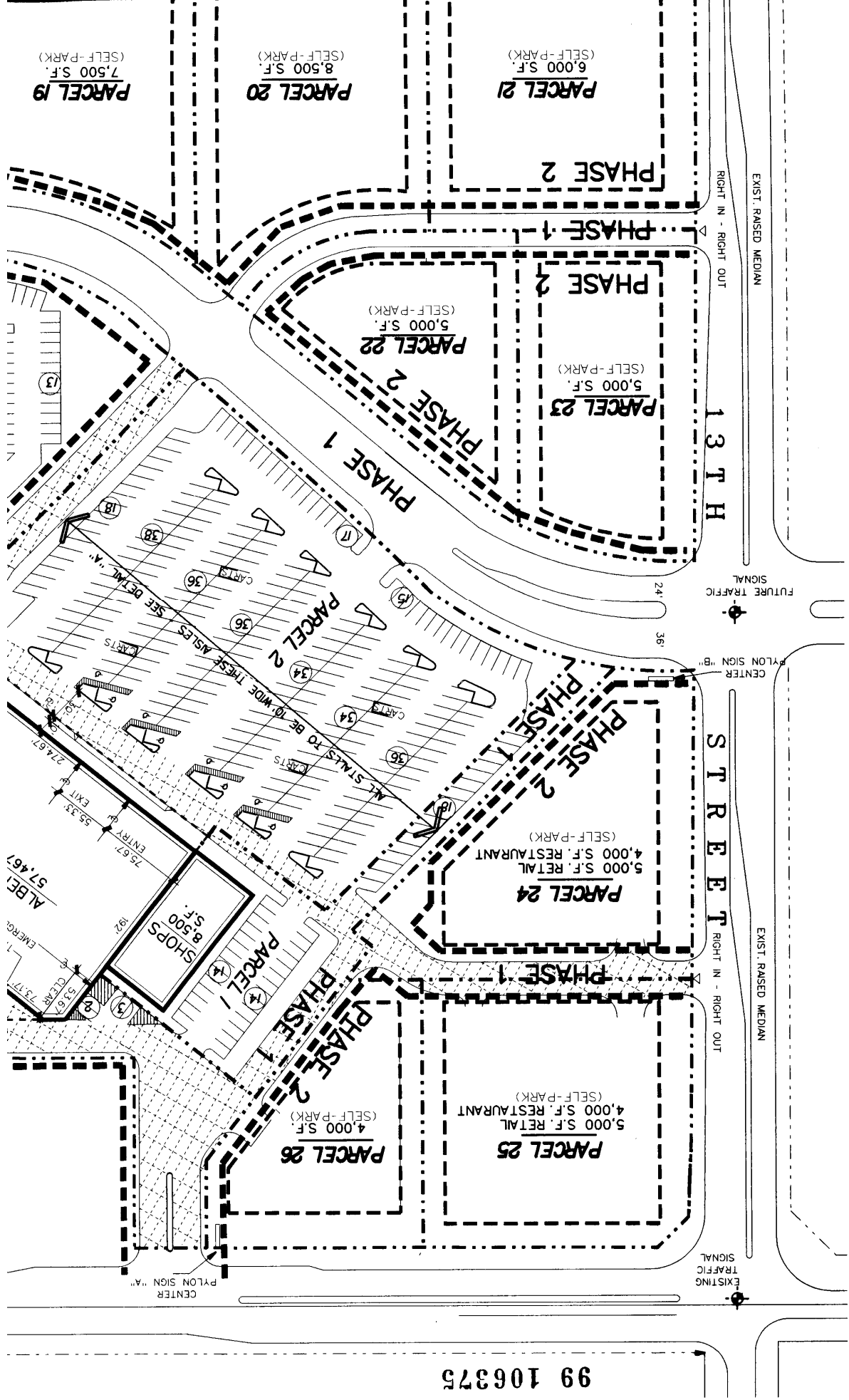
Tina M. Wyant
Notary Public in and for the
State of Idaho
Residing at Boise, Idaho

CONESTOGA MALL

13TH STREET

STREET

99 106375



CELL 14
100 S.F.
(PARK)

PHASE 2

PHASE 3

PARCEL 13

PARCEL 12

PARCEL 11

30

PHASE 1

PARCEL 6

60' DRAINAGE ESMT.

PARCEL 10

PARCEL 9

DETENTION AREA

NOT
-A-
PART

PHASE 2
PHASE 3

60' DRAINAGE EASEMENT

PARCEL 8

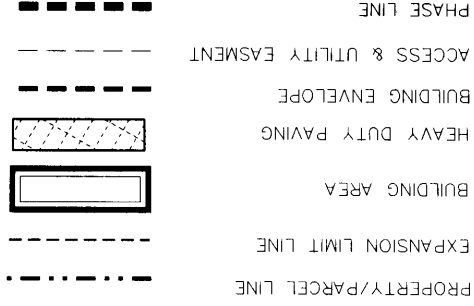
PARCEL 7

NOT
-A-
PART

CENTER
PYLON SIGN "E"

99 106375

FAIDLEY AVENUE



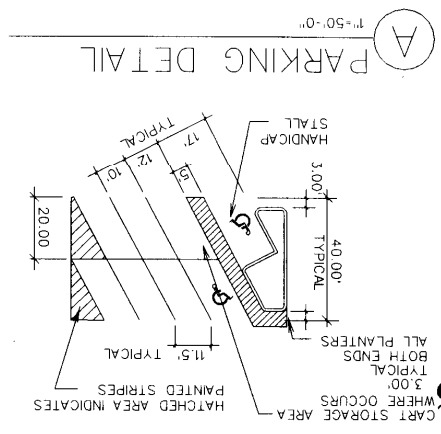
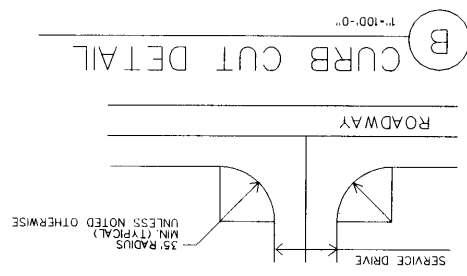
LEGEND

ZONING REQUIREMENTS:
 EXISTING- UNKNOWN
 REQUIRED- COMMERCIAL
 BY CITY REVIEW

LANDSCAPE REQUIREMENTS:
 30' BUFFER SETBACK ALONG
 WEBB ROAD AND US HWY 281
 BY CITY REVIEW

BUILDING SETBACK REQUIREMENTS:
 NO TRUCK WELLS, NATURAL DOCK ONLY
 PARKING REQUIREMENTS:
 DRAWN WITH OUT BENEFIT OF SURVEY

GENERAL NOTES



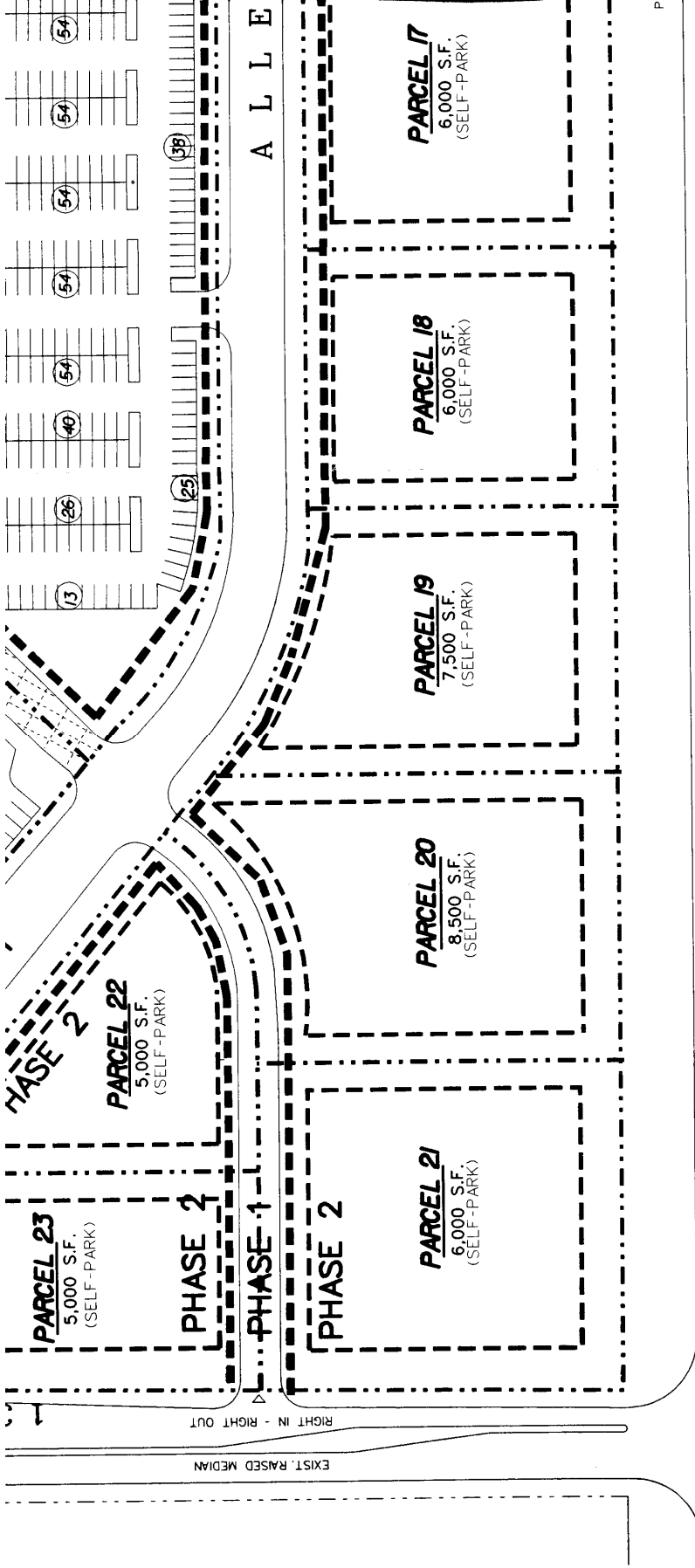
99 106375

PROJECT
 250 PARKCENTER BLVD.
 BOISE, IDAHO 83726
 (208) 385-6200
Albertsons
 DESIGN & CONSTRUCTION

REVISIONS

4-29-98	CSD	CHANGED TO EXHIBIT 'A'
1-5-99	CSD/RW	REV. PKG., PAR. LINES & S.F., ADD NOTES, REV. SIGN. DESIGNATIONS
2-9-99	RW	REV. ALBTS. PRTO, REM PHASE 3 AREAS, REV. G.B.A. & SITE AREA.


MA. CONESTOGA



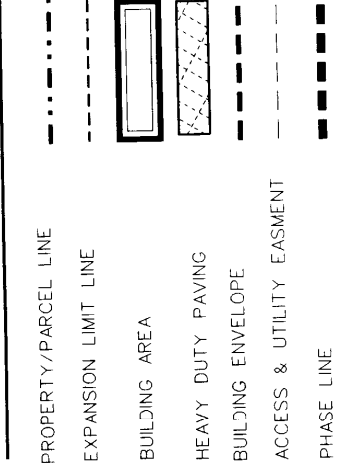
U. S. HIGHWAY

99 106375

99 106375

 <p>Albertsons DESIGN & CONSTRUCTION 250 PARKCENTER BLVD. BOISE, IDAHO 83726 (208)365-6200</p>	<p>PROJECT</p> <p>S.E.C.</p> <p>13TH STREET AND US HWY 281 GRAND ISLAND, NEBRASKA</p> <p>STORE NO. 896</p>	<p>DRAWN GSD</p> <p>CHECKED RC</p> <p>DATE 10-29-'97</p>	<p>SHEET TITLE</p> <p>EXHIBIT 'A' SITE PLAN</p>	<p>SHEET</p> <p>1</p> <p>896grand.dgn</p>
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LEGEND

<p>PROPERTY/PARCEL LINE</p> <p>EXPANSION LIMIT LINE</p> <p>BUILDING AREA</p> <p>HEAVY DUTY PAVING</p> <p>BUILDING ENVELOPE</p> <p>ACCESS & UTILITY EASMENT</p> <p>PHASE LINE</p>	
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APPROVED BY:	DATE:
CHAIRMAN	SIGNED 4-27-'98
PRESIDENT	SIGNED 4-27-'98
EXEC. V.P./S.D.	SIGNED 4-27-'98
EXEC. V.P./OPS.	SIGNED 4-27-'98
SR. V.P./REG.	SIGNED 4-27-'98
GROUP V.P./R.E.	SIGNED 4-27-'98
V.P./ARCH. & ENG.	SIGNED 4-27-'98

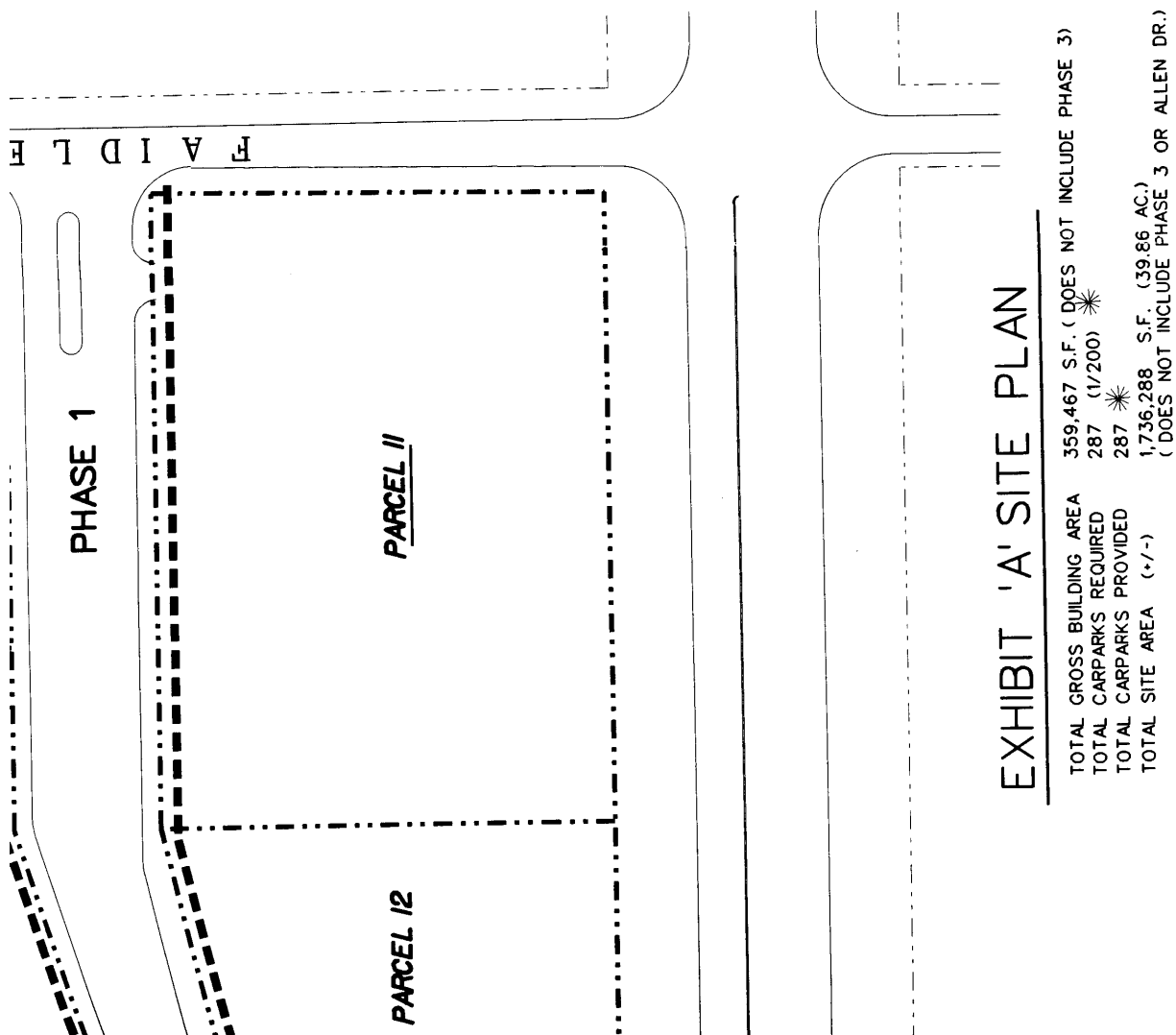


EXHIBIT 'A' SITE PLAN

TOTAL GROSS BUILDING AREA	359,467 S.F. (DOES NOT INCLUDE PHASE 3)
TOTAL CARPARKS REQUIRED	287 (1/200) *
TOTAL CARPARKS PROVIDED	287 *
TOTAL SITE AREA (+/-)	1,736,288 S.F. (39.86 AC.) (DOES NOT INCLUDE PHASE 3 OR ALLEN DR.)

* ALBERTSONS PARCEL ONLY

SCHEDULE I
TO MEMORANDUM OF SHOPPING CENTER GROUND LEASE

Legal descriptions of Parcels 1 through 5 and 14 through 29:

As used herein, the word "Plat" shall refer to that certain Plat known as **Meadowlark West Third Subdivision, in the City of Grand Island, Hall County, Nebraska.**

Parcel 1: Lot 1 of the Plat

Parcel 2: Lot 2 of the Plat

Parcel 3: Lot 3 of the Plat

Parcel 4: Lot 4 of the Plat

Parcel 5: Lot 5 of the Plat

Parcel 14: Lot 14 of the Plat

Parcel 15: Lot 15 of the Plat

Parcel 16: Lot 16 of the Plat

Parcel 17: Lot 17 of the Plat

Parcel 18: Lot 18 of the Plat

Parcel 19: Lot 19 of the Plat

Parcel 20: Lot 20 of the Plat

Parcel 21: Lot 21 of the Plat

Parcel 22: Lot 22 of the Plat

Parcel 23: Lot 23 of the Plat

Parcel 24: Lot 24 of the Plat

Parcel 25: Lot 25 of the Plat

Parcel 26: Lot 26 of the Plat

Parcel 27: Lot 27 of the Plat

Parcel 28: Lot 28 of the Plat

Parcel 29: Lot 29 of the Plat

DEVELOPMENT AGREEMENT

99 106375

This DEVELOPMENT AGREEMENT is an exhibit to, and constitutes additional obligations of the parties under, that certain Shopping Center Ground Lease (the "**Ground Lease**") between **Robert M. Allen Family Limited Partnership**, a Nebraska limited partnership, as Landlord, and **Albertson's, Inc.**, a Delaware corporation, as Tenant, relating to the proposed Shopping Center at the southeast corner of the intersection of 13th Street and Highway 281 in the City of Grand Island, Hall County, State of Nebraska.

1. **Definitions.** Unless otherwise specified or defined herein, all words and phrases for which a definition is set forth in the Ground Lease shall have the same meaning herein as they do in the Ground Lease; provided that for purposes of this Development Agreement only, "**Phase 1 Site Work**" shall refer to the Site Work described on **Exhibit "D,"** attached hereto and incorporated herein, constituting the Site Work (as more particularly described in Section 5 hereof) which Landlord is obligated to perform in conjunction with the development of the land area shown as "Phase 1" on Exhibit "A;" "**Phase 1**" shall refer to the Phase 1 Site Work, together with the buildings to be constructed on Parcels 1 and 2; and "**Phase 2**" shall refer to the land area shown on Exhibit "A" as "Phase 2," together with the balance of the Site Work (outside of the Phase 1 Site Work described on Exhibit "D") to be performed in the Shopping Center when the balance of the Shopping Center may be developed. The parties acknowledge that they are using these specific definitions of Phases 1 and 2 in this Development Agreement (as opposed to those set forth in the Ground Lease) because the Site Work to be performed in conjunction with the development of Parcels 1 and 2 does not directly correspond to, and is not limited to, the geographical area shown as "Phase 1" on **Exhibit "A"** attached hereto and incorporated herein, but also includes certain off-site work, utility work, and other work as listed on Exhibit "D," required to be done by Landlord in conjunction with development of Parcels 1 and 2. The area shown as "Phase 3" on Exhibit "A" is not a part of the Shopping Center for purposes of the Ground Lease or this Development Agreement, but such Phase 3 area (including Parcels 6 through 13 shown on Exhibit "A") is taken into account for the limited purpose of calculating the pro rata shares of the other Parcels for Categories I and V of the Phase 1 Site Work costs, as set forth on Exhibit "D."

2. **Construction by Tenant.**

2.1 Tenant shall commence construction of a building having approximately 57,467 square feet of Ground Floor Area ("**Tenant's Building**") within the Building Area of the Leased Premises shown as Parcel 2 on **Exhibit "A"** attached hereto and incorporated herein by this reference, within (a) one year after the date all of the conditions set forth in Article 7

(Conditions Subsequent) of the Ground Lease have been met or waived in writing by Tenant, or (b) one month after Landlord has completed and provided Tenant written notice of completion of the Phase 1 Site Work, as further described in Article 5 (The Site Work) of this Development Agreement, whichever is later. Once commenced, the construction of Tenant's Building shall be diligently prosecuted to completion, and Tenant shall be ready to open for business within (1) one year after Tenant commences construction of Tenant's Building, or (2) one month after Landlord has completed all of the Phase 1 Site Work as defined in Section 5.2 of this Development Agreement, whichever is later.

3. Construction by Landlord.

3.1 Landlord agrees to commence construction of a building ("**Landlord's Building**") for retail shops having approximately 8,500 square feet of Ground Floor Area within the Building Area of Parcel 1 on Exhibit "A" as soon as reasonably possible, but in no event later than the date Tenant commences construction of Tenant's Building. The construction of the shops to shell stage shall be completed and the improved Common Area cleared of all construction materials and debris, construction sheds/trailers and temporary utilities not later than the date Tenant first opens Tenant's Building for business, and Landlord agrees to employ its best efforts to complete and lease said shops as soon as reasonably possible after said date.

3.2 Landlord agrees to construct and install the structures for Center Pylon Signs A and B in the locations shown on Exhibit "A" in accordance with plans and specifications prepared by the Project Architect (as defined in Section 4.1 of this Development Agreement) and approved by Tenant ("**Sign Plans and Specifications**"), which construction and installation shall be completed in conjunction with the development of the Phase 1 Site Work. The Sign Plans and Specifications for Center Pylon Signs A and B shall be submitted to Tenant as part of the Construction Documents (as defined in Section 4.2 of this Development Agreement) for the Phase 1 Site Work. The structures for Center Pylon Signs A and B shall be constructed and installed by the Site Contractor (as defined in Section 6.1 of this Development Agreement) in conjunction with the Phase 1 Site Work. Furthermore, any Consenting Owners may contract for the design, construction, and installation of any Center Pylon Sign and bill the parties responsible to contribute to the cost thereof, which billing shall be paid within thirty (30) days following receipt of the billing and reasonable backup documentation by the party obligated to pay. The structures for Center Pylon Signs A and B and all Utility Lines and Facilities appurtenant thereto shall be completed at least ninety (90) days prior to the date Tenant plans to first open Tenant's Building for business. If Landlord defaults in the performance of any of its obligations contained in this Section 3.2, Tenant may perform the obligations of Landlord in any commercially reasonable manner and shall have all rights of reimbursement, collection and contribution set forth in Article 9 (Payment of Costs) of this Development Agreement and/or in Section 15.3 of

the Ground Lease, without liability for any costs incurred by Landlord, its agents, contractors, subcontractors or employees for any work performed by Tenant subsequent to the date of default. In addition to the rights set forth in Section 15.3 of the Ground Lease and Article 10 (Default) of this Development Agreement, Tenant shall have the right to deduct Landlord's proportionate share of all costs incurred by Tenant in constructing and installing Center Pylon Signs A and B (including electrical hookup to the Common Area meter) from amounts otherwise due and payable to Landlord pursuant to the Ground Lease or Article 9 (Payment of Costs) of this Development Agreement.

3A. Development of Phase 2.

3A.1 It is expressly understood and agreed that, except as may be otherwise specifically provided in this Development Agreement, Landlord shall not be required to develop Phase 2 contemporaneously with the Phase 1 Site Work. Development of Phase 2 may take place on such later date as Landlord shall determine, and may be developed by Landlord in one or more phases.

3A.2 Any and all development work done on Phase 2 now or at any time hereafter shall be in full compliance with all of the provisions of this Development Agreement including, but not limited to, the site plan attached hereto as **Exhibit "A,"** the "Insurance Requirements" attached hereto as **Exhibit "C,"** and the "Site Development Criteria" attached hereto as **Exhibit "B"** and incorporated herein by this reference. Prior to the commencement of the development of each portion of Phase 2, the Owner of the property within Phase 2 which is proposed to be developed shall submit to Tenant for its review and approval the building exterior design, including building elevations, materials, colors, canopy sections and other pertinent details for each building to be constructed within said Phase 2 (the "**Drawings**"). Tenant shall approve or disapprove (with reasons specified) the foregoing Drawings within thirty (30) days after the receipt thereof, and shall not unreasonably withhold said approval if the Drawings fully and completely conform to the architectural theme of the balance of the Shopping Center at the time said Drawings are submitted to Tenant. The buildings or other improvements constructed on Phase 2 shall conform to the Drawings provided to and approved by Tenant under this Section 3A.2, and said Drawings shall not be modified without the prior written approval of Tenant.

3A.3 Prior to the commencement of the development of each portion of Phase 2, the Owner of the property proposed to be developed within Phase 2 shall submit to Tenant for its review and approval the drawings and specifications setting forth in detail the requirements for construction of all Site Work to be done within said Phase 2. Said drawings and specifications shall also contain the location of the staging areas required for the construction of any and all buildings to be constructed on Phase 2. For purposes of this Section 3A.3, the phrase "Site

Work" shall mean the Site Work defined in Article 5 hereof, except that for purposes of this Section, reference to Phase 2 shall be substituted for the references to Phase 1 or to the Phase 1 Site Work contained in said Article 5, and the time periods set forth in the last sentences of Sections 5.4, 5.5, and 5.6 shall not apply. In lieu of the foregoing time periods, all Site Work relative to Phase 2 shall be required to be completed within a reasonable time after the commencement thereof. Moreover, Article 6 (General Contracting) and Sections 9.1 through 9.5 shall not apply to the development of Phase 2.

3A.4 Incident to the development of Phase 2, the Owner of the property within Phase 2 shall cooperate with Tenant and its representatives, employees, agents and independent contractors, to provide Tenant upon request with copies of its construction schedules together with those portions of the building plans and specifications reasonably required for the construction or coordination of construction of said Owner's buildings with the Site Work and other buildings constructed or to be constructed within Phase 1.

3A.5 Any and all such development work done on Phase 2 now and at any time hereafter shall be paid for entirely by Landlord, and Tenant shall have no obligation whatsoever to pay for or in any manner bear any portion of the cost thereof. Landlord hereby unconditionally agrees to indemnify Tenant and hold it harmless from and against any and all claims made against Tenant and any and all loss, liability, damage or expense suffered or incurred by Tenant in connection with the foregoing development work on Phase 2.

4. Development Planning.

4.1 Stanley J. How and Associates, Inc., of Omaha, Nebraska, shall be the project architect for Phase 1 and the Phase 1 Site Work ("**Project Architect**"). The Project Architect shall establish the architectural theme for Phase 1 in consultation with Landlord and Tenant, shall prepare the building exterior design including building elevations, materials, color, canopy sections and other pertinent details ("**Building Design Drawings**") for each building within Phase 1, and shall submit the Building Design Drawings for the parties' written approval no later than sixty (60) days after the date all of the conditions set forth in Article 7 (Conditions Subsequent) of the Ground Lease have been met or waived in writing by Tenant and Tenant has notified Landlord that Tenant intends to proceed with construction of Tenant's Building. The Building Design Drawings for each building within Phase 1 shall be approved or disapproved (with reasons specified) by the parties within thirty (30) days after receipt, which approval shall not be unreasonably withheld or delayed. The exterior of each building or other improvement constructed in Phase 1 shall conform with the Building Design Drawings approved pursuant to this Section 4.1. The Building Design Drawings for buildings in Phase 1 shall not be modified without the prior written approval of the parties hereto.

4.2 The Project Architect shall be responsible (a) for the preparation of the Sign Plans and Specifications, (b) for the preparation and coordination of drawings and specifications setting forth in detail the requirements for construction of the Phase 1 Site Work and the location of the staging areas required for the construction of Tenant's Building and Landlord's Building, and (c) for the preparation of bidding information, bidding forms, conditions of the construction contract and form of contract (collectively, the "**Construction Documents**") between Landlord and the Site Contractor for the Phase 1 Site Work. The Construction Documents for the Phase 1 Site Work shall provide for development of the entire Common Area within the area shown as "Phase 1" on Exhibit "A" and shall conform to the "**Site Development Criteria**" attached hereto as **Exhibit "B,"** unless otherwise specifically approved in writing by Tenant. In the event of any conflict between the site plan attached hereto as Exhibit "A" and the Site Development Criteria attached hereto as Exhibit "B," Exhibit "A" shall control.

4.3 The Construction Documents for the Phase 1 Site Work shall be submitted to the parties within sixty (60) days after the date all of the conditions set forth in Article 7 (Conditions Subsequent) of the Ground Lease have been met or waived in writing by Tenant and Tenant has notified Landlord that Tenant intends to construct Tenant's Building. The Construction Documents shall be subject to the prior written approval or disapproval (with reasons specified) of the parties within thirty (30) days after receipt, which approval shall not be unreasonably withheld or delayed.

4.4 The Construction Documents for the Phase 1 Site Work shall require that it be developed in accordance with Exhibit "A" and the Site Development Criteria attached hereto as Exhibit "B."

4.5 Tenant's approval of the Construction Documents for the Phase 1 Site Work, or any part thereof, shall not constitute a waiver of any rights or claims which Tenant may have pursuant to this Development Agreement including, without limitation, any claim for failure of the Construction Documents, or any part thereof, to comply with the requirements of all governmental bodies having jurisdiction or for failure of the Construction Documents, or any part thereof, to conform with any other part of the Construction Documents or with the separate building plans of the parties, which failure shall be corrected by Landlord at Landlord's sole cost and expense.

4.6 Landlord agrees to enter into contractual agreement(s) with the Project Architect covering the Phase 1 Site Work described in this Article 4. The Project Architect's contract(s) will require the Project Architect (a) to coordinate with the separate building architects of the parties for Landlord's Building and Tenant's Building, so that Parcels 1 and 2 and the Phase 1 Site Work will be developed in a manner which is uniform and harmonious ;

(b) to coordinate and subcontract all services (including, without limitation, civil engineers, landscape architects and traffic engineers) required for preparation of the Construction Documents for the Phase 1 Site Work ; and (c) to separately list and identify all fees and costs for work performed in connection with the design, construction and installation of any Center Pylon Sign structures (excluding electrical hookup to the Common Area meter) installed in conjunction with Phase 1 development. The Project Architect's contract will require the Project Architect to provide errors and omissions liability insurance on an "occurrence" basis, if available, and, if not, on a "claims made" basis, in an amount not less than \$1,000,000. Upon executing any contract with the Project Architect for the Phase 1 Site Work, Landlord shall provide Tenant certificates evidencing such insurance coverage and, if requested by Tenant, copies of the insurance policy as well. Said insurance may not be cancelled, materially modified or nonrenewed except upon thirty (30) days prior written notice to Landlord and Tenant. The Project Architect's contract for the Phase 1 Site Work shall be subject to the prior written approval or disapproval (with reasons specified) of Tenant within thirty (30) days after receipt, which approval shall not be unreasonably withheld or delayed.

4.7 Each party shall cause to be prepared by an architect of its own choice the plans and specifications for its building(s) within Phase 1. Each party agrees to cooperate with the Site Contractor, the Project Architect and the separate building architects and contractors of the other party and to provide the other party upon request with copies of its construction schedule(s), together with those portions of its building plans and specifications, reasonably required for the construction or coordination of construction of said party's building(s) with the Phase 1 Site Work or other buildings in Phase 1.

5. The Site Work.

5.1 The Site Work on each Phase shall be performed in accordance with the Construction Documents in such a manner that the Site Work meets all city, county and state requirements, and the requirements of any other governmental bodies having jurisdiction, and conforms to the Site Development Criteria attached hereto as **Exhibit "B."**

5.2 The "**Phase 1 Site Work**" shall include all Site Work (as hereinafter defined), including on-site and off-site work, which is required to be performed in order to complete each aspect of work listed on **Exhibit "D,"** in a good and workmanlike manner and in accordance with the Construction Documents for the Phase 1 Site Work and the conditions and requirements imposed by governmental entities relating to the work listed on Exhibit "D;" and shall also include the construction and maintenance of such temporary access facilities as are reasonably required to provide continuous access for construction vehicles and equipment to Tenant's Building and Landlord's Building and the staging areas for Parcels 1 and 2.

5.3 The "Site Work" shall be generally defined as, and shall include, (a) all items set forth in this Article 5 required for development of each Phase of the Shopping Center, (b) all items included in the Construction Documents for each Phase (including, without limitation, construction and installation of the Center Pylon Sign structures within that Phase), and (c) all items required by governmental authority including, without limitation, all construction permits (excluding building permits for Tenant's Building and Landlord's Building) and all associated development impact fees assessed against the Shopping Center (but not against particular buildings in the Shopping Center) and required as a condition for performance of the Site Work. The Construction Documents shall not be modified without the prior written approval of the parties hereto.

5.4 The off-site work to be performed in conjunction with development of either Phase shall include traffic control devices, street paving, storm drains, curbs, curb cuts, gutters, median strips, sidewalks, street lights, and the installation of necessary utilities to the property line of the Shopping Center. The off-site work included within the Phase 1 Site Work shall include construction of all of Allen Drive. The off-site work to be performed in conjunction with development of the Phase 1 Site Work as listed on Exhibit "D," shall be commenced within ten (10) days after the contract for the construction thereof has been signed and shall be completed within one hundred fifty (150) days from the date construction thereof is commenced.

5.5 The on-site work shall include demolition, clearing and grubbing, excavation, fill, compaction, rough grading, and preparation of building pads. Each building pad shall be prepared and compacted so as to support and allow for the construction of a building (including footings and foundations) of the size contemplated to be constructed thereon. A qualified soils engineer retained by Landlord shall certify that each building pad is ready for construction of the contemplated building and that each such pad is in compliance with the requirements of the appropriate party's soils tests. Unless otherwise designated by Tenant (as to Tenant's Building) or Landlord (as to all other buildings in the Shopping Center), each building pad shall be graded to a level below the finished floor level of the building to be constructed thereon equal to the floor slab thickness plus drainage course, if any, as specified in the appropriate party's soils tests and to an accuracy of plus or minus 1/10th of a foot. If the finished floor level of any building is not shown on the Construction Documents, Landlord or Tenant, as the case may be, shall furnish such floor level upon written request. The on-site work shall also include drainage improvements and the installation of building utilities (including sewers and fire protection lines with back flow prevention device with the cost of said back flow prevention device being allocated between all buildings serviced or to be serviced by said back flow prevention device on the basis of their respective Building Areas) from the exterior boundary

property line of the Shopping Center to the individual building pads of the parties. The final hook-up of building utilities including meters and all associated utility connection fees shall be the responsibility of Tenant (as to Tenant's Building) and Landlord (as to all other buildings in the Shopping Center). The utilities shall be brought to within five (5) feet of each building pad at a location designated by Tenant (as to Tenant's Building) and Landlord (as to all other buildings in the Shopping Center). The on-site work to be performed in conjunction with the Phase 1 Site Work, as listed on Exhibit "D," shall be commenced within ten (10) days after the contract for the construction thereof has been signed and shall be completed within one hundred twenty (120) days from the date construction thereof is commenced or at least thirty (30) days prior to the date Tenant plans to commence construction of Tenant's Building, whichever last occurs.

5.6 The finished Common Area work shall include the construction and installation of the Center Pylon Sign structures which are within the Phase being constructed; fine grading and base; perimeter and retaining walls (if required); Common Area paving, striping, lighting, landscaping (including all associated irrigation lines and appurtenances); bumpers, curbs, gutters, storm drains and sewers, sidewalks (except sidewalks immediately adjacent to buildings); and the installation of all other Common Area utilities (including electrical hookup of the Center Pylon Sign to the Common Area meter). Except as otherwise set forth in Section 3.2 of this Development Agreement, the finished Common Area work to be done in conjunction with the Phase 1 Site Work shall be completed at least thirty (30) days prior to the date Tenant plans to first open Tenant's Building for business.

5.7 For purposes of the Phase 1 Site Work, in the event of a conflict between the requirements of the definition of "Site Work" set forth above, and the requirements of Exhibit "D," Exhibit "D" shall control. For purposes of Phase 2, the definition of "Site Work" shall be controlling.

5.8 The Site Work for either Phase shall not include the construction of delivery slabs or Service Facilities for any building in the Shopping Center.

6. General Contracting.

6.1 Landlord shall put the Phase 1 Site Work out to open bid to at least four (4) general contractors concurrent with the bid for Tenant's Building or, if Tenant's Building is not put out to open bid, within thirty (30) days after Landlord and Tenant have approved the Construction Documents for the Phase 1 Site Work. All of the general contractors on the bid list shall be approved by Landlord and Tenant, which approval shall not be unreasonably withheld or delayed. All bidders shall be expressly required to list in their respective bids as a bid alternate (or to otherwise segregate) all of the work related to the construction and installation of the structures of Center Pylon Signs A and B (excluding electrical hookup to the Common Area meter). The bids shall be read aloud in a public opening and copies of the bids provided to

Tenant within ten (10) days thereafter. After the lowest acceptable bid has been determined, Landlord and Tenant shall approve or disapprove the bid. Within ten (10) days after such approval, Landlord shall enter into a contract with the approved bidder ("**Site Contractor**") for performance of the Phase 1 Site Work, unless some reason for disqualification has occurred. Landlord shall provide Tenant with a copy of its contract ("**Site Contract**") with the Site Contractor. Landlord shall cause the Phase 1 Site Work to be performed in accordance with the Construction Documents pertaining thereto, and with the requirements of all governmental bodies having jurisdiction, subject to all rights of reimbursement, collection and contribution set forth in Article 9 (Payment of Costs) of this Development Agreement.

6.2 If Landlord or Tenant does not approve the bid for any Phase 1 Site Work to which Tenant is required to contribute, Landlord, Tenant and the Project Architect shall work together to reduce the cost with, if requested by either Landlord or Tenant, the work being rebid in the manner set forth above.

6.3 The bidding package for the Phase 1 Site Work shall be limited to only the Site Work to be performed in conjunction with development of Phase 1 (including those items listed on Exhibit "D"), with other work, if any, for which Tenant is not to pay Landlord a portion thereof being bid separate and apart from the Phase 1 Site Work.

6.4 The construction of all buildings and Common Area improvements described in this Development Agreement for any Phase (including, without limitation, the completion of construction of Landlord's Building referenced in Section 3.1 of this Development Agreement) shall be conducted in such a manner as to minimize interference with access to Tenant's Building and Landlord's Building from any public right-of-way by Tenant or Landlord, their agents, contractors, subcontractors or employees. Staging for the construction or completion of construction of any buildings described in Article 3 (Construction by Landlord) of this Development Agreement including, without limitation, the location of any temporary buildings or construction sheds/trailers, the storage of building materials, and the parking of construction vehicles and equipment shall be restricted to that portion of the Shopping Center approved in writing by Tenant, which approval shall not be unreasonably withheld or delayed.

7. Force Majeure.

7.1 Landlord and Tenant will each comply with the time periods set forth in Articles 2 (Construction by Tenant) , 3 (Construction by Landlord), and 3A (Development of Phase 2) of this Development Agreement; provided, however, that said periods shall be extended for a period or periods of time equal to any period or periods of delay caused by strikes, lockouts, fire or other casualty, the elements or acts of God, refusal or failure of governmental authorities to grant necessary permits and approvals for the construction of the buildings contemplated

hereunder (the parties agreeing to use reasonable diligence to procure the same), or other causes, other than financial, beyond their reasonable control.

7.2 The time periods set forth in Article 5 (The Site Work) of this Development Agreement shall be extended for a period or periods of time equal to any period or periods of delay caused by causes, other than financial, beyond the reasonable control of the Site Contractor.

8. Insurance.

8.1 Prior to commencement of the Phase 1 Site Work, Landlord shall contract with the Site Contractor for comprehensive general liability and broad form property damage insurance insuring Landlord and Tenant in connection with the performance of the Phase 1 Site Work, in accordance with the requirements set forth in **Exhibit "C"** attached hereto and incorporated herein by this reference.

8.2 Landlord shall cause to be retained a performance bond and labor and material payment bond on the Site Contractor, in the amount of the contract sum, in order to insure that the Phase 1 Site Work is constructed and paid for in accordance with the Construction Documents for the Phase 1 Site Work. Said performance and labor and material payment bonds shall be in the form of The American Institute of Architects Document A312 (December 1984 Edition) or other form approved by Tenant. Landlord shall provide Tenant with a copy of the performance and labor and material payment bonds, which bonds shall name Landlord and Tenant as obligees. Additionally, Landlord may have Landlord's lender named as an additional obligee on said bond, in which event, Landlord shall pay any additional premium associated with such addition.

9. Payment of Costs.

9.1 Following receipt of proper billing in accordance with the requirements of Section 9.2 of this Development Agreement, Tenant's proportionate share of the costs incurred for the Phase 1 Site Work shall be paid on a monthly progress basis to Landlord within thirty (30) days after receipt of said request for payment and copies of all documents supporting same, except that (a) monthly progress payments shall not exceed ninety percent (90%) of the cost of the work performed up to the time of payment, and (b) all costs (including, without limitation, Project Architect's fees, but excluding the cost of electrical hookup to the Common Area meter) related to the design, construction and installation of the Center Pylon Sign structure ("**Center Pylon Sign Costs**") shall be borne in accordance with Section 4.3 of the Declaration. The Phase 1 Site Work costs shall include the cost of insurance and performance and labor and material payment bonds (to the extent the same are owing by Tenant hereunder) provided pursuant to Article 8 (Insurance) of this Development Agreement. The Phase 1 Site Work costs shall also include architect's and engineer's fees for services rendered in preparation of the

Construction Documents, provided Tenant has given prior written approval of the amount of said architect's and engineer's fees (but excluding Project Architect's fees approved pursuant to Section 4.3 and reimbursed pursuant to Sections 9.3 and 9.4 of this Development Agreement), all as allowed under Category I on Exhibit "D," but shall not include the expense of interest during construction or other overhead or any interest or other penalty charged by the Site Contractor for delinquent payments under its contract with Landlord. In no event shall Tenant be responsible for the payment of (i) any fees or costs for work not included in the Phase 1 Site Work, (ii) any fees or costs for work associated with any change order issued pursuant to the Phase 1 Site Contract without its prior written approval of both the change order and the allocation among the parties of the cost thereof, or (iii) any fees or costs for work performed prior to the date of this Development Agreement, unless expressly mentioned on **Exhibit "D,"** attached hereto. Tenant's proportionate share of the Phase 1 Site Work costs (exclusive of the Center Pylon Costs, which shall be handled in accordance with Section 4.3 of the Declaration, but including Tenant's share of the cost of design, construction, and completion of Allen Drive) shall be determined in accordance with Exhibit "D." Landlord shall pay all other Site Work costs (exclusive of the Center Pylon Sign Costs, which shall be borne in accordance with Section 4.3 of the Declaration) attributable to all other Parcels in the Shopping Center.

9.2 Following approval by the Project Architect and Tenant's Division Construction Manager, Landlord shall submit all monthly pay requests for the Phase 1 Site Work to Tenant's Vice President, Architecture who will process each request upon the percentage of completion of the improvements constituting the Phase 1 Site Work. All requests for payment shall include an Application and Certificate for Payment (AIA Document G702) executed by the Site Contractor, Project Architect and Tenant's Division Construction Manager showing the percentages and value of work completed during the payment period and stating that all portions of the Phase 1 Site Work for which payment is requested have been completed in accordance with the Phase 1 Construction Documents and that all labor, materials and other items for which payment is requested have been paid in full with the exception of labor and materials supplied subsequent to the period covered by the last Application and Certificate for Payment. Final payment (including payment of the ten percent [10%] retainage) shall not be due and payable except upon receipt of a properly executed Certificate of Substantial Completion (AIA Document 704) or equivalent approved by Tenant's Vice President, Architecture, together with copies of as-built surveys and final releases of all mechanics' and materialmen's liens, filing of a Notice of Completion (if applicable), acceptance of the Phase 1 Site Work by the appropriate governmental authorities and compliance by the Site Contractor with all requirements for final payment set forth in the Construction Documents. Each Application and Certificate for Payment shall include copies of all invoices, statements, contracts, subcontracts and change orders related

thereto. In addition, Tenant shall have the right at any time, as a condition to payment of its proportionate share of any monthly progress payment, to require proof of payment of Landlord's proportionate share of all amounts currently due and owing to the Site Contractor, together with lien releases from the Site Contractor and any materialmen or subcontractors who have filed liens, for whom payment is requested or to whom payment has been made. Anything in this Article 9 to the contrary notwithstanding, Tenant shall have the right to make payment of its proportionate share of any monthly progress payment jointly to Landlord and the Site Contractor. The execution of any Application and Certificate for Payment by Tenant, the payment of any sum (or any part thereof) specified therein, or the use or occupancy of all or any portion of the site improvements described herein shall not constitute a waiver of any rights or claims which Tenant may have pursuant to this Development Agreement including, without limitation, any claim for failure of the Phase 1 Site Work to conform to the Construction Documents or with the requirements of all governmental bodies having jurisdiction. In the event all or any portion of the Phase 1 Site Work costs are reimbursed to Landlord by any public or private utility or governmental authority, Landlord shall pay Tenant its proportionate share of any such reimbursement within thirty (30) days after Landlord's receipt of same.

9.3 All billings for the Center Pylon Sign Costs shall be processed in accordance with procedures set forth in Section 9.2 above, provided, however, that (a) such costs shall be billed only to those parties responsible for such costs pursuant to Section 4.3 of the Declaration, and (b) the proportionate share of such costs to be borne by each such party shall be that share determined in accordance with the terms of Section 4.3 of the Declaration.

9.4 Tenant's proportionate share of the costs incurred for Project Architect's fees pursuant to Article 4 (Development Planning) of this Development Agreement (excluding, however, any interest or other penalty charged by the Project Architect for delinquent payments under its contract with Landlord) shall be paid by Tenant to Landlord within thirty (30) days after receipt of request for payment and copies of all documents supporting same; provided, however, that in no event shall any amount paid to Landlord for reimbursement of Tenant's proportionate share of Project Architect's fees for the Phase 1 Site Work exceed the following:

Project Architect Work	Percent of Fees
Schematic Design (including Building Design Drawings)	20.00
Construction Documents	65.00
Bidding or Negotiation	5.00
Construction	10.00
TOTAL	100.00

Landlord's and Tenant's proportionate shares of the Project Architect's fees shall be the same as that set forth in Section 9.1 above provided, however, that all Project Architect's fees attributable to the design, construction and installation of the Center Pylon Sign structures (excluding electrical hookup to the Common Area meter, which costs shall be paid by the parties in the proportionate shares set forth in Section 9.1 above) shall be borne by each party (and in such proportionate shares) as provided in Section 4.3 of the Declaration.

9.5 Tenant may, upon at least thirty (30) days prior written notice to Landlord, inspect Landlord's records at Landlord's General Offices or at such other location reasonably designated by Landlord at any time during normal business hours within twenty-four (24) months after the date of substantial completion of the Phase 1 Site Work for the purpose of determining whether or not Landlord's billings for Phase 1 Site Work costs and Project Architect's fees were correct. If said inspection reveals an overpayment of Phase 1 Site Work costs or Project Architect's fees, Landlord shall reimburse Tenant its proportionate share of any such overpayment within thirty (30) days after receipt of notice of determination, and of the amount, of such overpayment. If said inspection reveals an underpayment of Phase 1 Site Work costs or Project Architect's fees, Tenant shall reimburse Landlord its proportionate share of any such underpayment within thirty (30) days after receipt of proper billing in accordance with Section 9.2 of this Development Agreement. If said inspection reveals that Landlord misstated Phase 1 Site Work costs and Project Architect's fees by a total of more than Ten Thousand Dollars (\$10,000.00), Landlord shall reimburse Tenant for all costs reasonably incurred in making such inspection within thirty (30) days after receipt of notice of determination, and of the amount, of such costs. Landlord's billings shall be deemed correct if Tenant does not give Landlord written notice of discrepancy within the twenty-four (24) month period provided.

9.6 Landlord shall not permit any liens to stand against the Shopping Center for any work done or materials furnished in the performance of the Phase 1 Site Work; provided, however, that Landlord may contest the validity of any such lien, but upon a final determination of the validity thereof, Landlord shall cause the lien to be satisfied and released of record. Landlord agrees, within ten (10) days after receipt of written notice from Tenant, to cause any outstanding lien to be satisfied and released of record or transferred to bond in accordance with applicable law, failing which Tenant shall have the right, at Landlord's expense, to transfer said lien to bond as provided by law. Landlord agrees to indemnify, defend and hold harmless Tenant from and against any and all liability, claims, demands, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), liens, claims of lien, judgments, proceedings and causes of action, arising out of or in any way connected with the performance of the Site Work. In the event Landlord defaults in the performance of any of its obligations contained in this Section 9.6, Tenant shall have the right to deduct from amounts otherwise due and payable

to Landlord pursuant to Article 9 (Payment of Costs) of this Development Agreement or Article 3 (Annual Rent) of the Ground Lease all costs and attorney's fees incurred by it in the performance of Landlord's obligations hereunder.

9.7 Notwithstanding anything in this Development Agreement to the contrary, Tenant shall not be required to pay any costs or fees associated with, or incurred in development of, Phase 2 of the Shopping Center following completion of development of the Phase 1 Site Work.

10. Default.

10.1 A party shall be deemed to be in default of this Development Agreement only upon the expiration of ten (10) days from receipt of written notice from the other party specifying the particulars in which such party has failed to perform the obligations of this Development Agreement unless such party, prior to the expiration of said ten (10) day period, has rectified the particulars specified in said notice. However, such party shall not be deemed to be in default if such failure (except the failure to pay money) cannot be rectified within said ten (10) day period and such party is using good faith and its best efforts to rectify the particulars specified in the notice of default.

10.2 Should Landlord default in the commencement or completion of any of the Site Work or provision of the insurance or performance and labor and material payment bonds described in Article 7 (Insurance) of this Development Agreement, Tenant may commence or complete all or any portion of the Site Work in any commercially reasonable manner in accordance with the Construction Documents and provide the insurance and performance and labor and material payment bonds and shall have all rights of reimbursement, collection and contribution set forth in Article 9 (Payment of Costs) of this Development Agreement without liability for any costs incurred by Landlord, its agents, contractors, subcontractors or employees for any work performed by Tenant subsequent to the date of default. Tenant shall also have the right to deduct from amounts otherwise due and payable to Landlord pursuant to this Development Agreement any costs incurred by Tenant to perform Landlord's obligations under this Development Agreement.

10.3 The failure of a party to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said party may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the terms, covenants, conditions or agreements contained herein by the other party hereto.

10.4 In addition to the remedies set forth in this Development Agreement, each party shall have all other remedies provided by law or in the Ground Lease to the same extent as

if fully set forth herein word for word. No remedy herein conferred upon, or reserved to any party shall exclude any other remedy herein or by law provided, but each shall be cumulative.

11. Reliance by Parties.

11.1 It is of the essence of this Development Agreement that the construction of the improvements contemplated by each party is of substantial economic significance to the other party and that the failure of either party to construct its improvements at the time and in the manner contemplated herein shall result in substantial direct and consequential damages to the other party.

12. Not a Partnership.

12.1 The provisions of this Development Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

13. Third Party Beneficiary Rights.

13.1 This Development Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto.

14. Notice.

14.1 All notices given pursuant to this Development Agreement shall be in writing and shall be given by personal delivery, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below:

Tenant: Albertson's, Inc.
 250 Parkcenter Blvd.
 P.O. Box 20
 Boise, Idaho 83726
 Attention: Vice President, Architecture
 and Engineering

Landlord: Robert M. Allen Family Limited Partnership
 1115 West Second Street
 P.O. Box 987
 Hastings, NE 68902-0987
 Attention: Robert Allen

copy to: John Q. Bachman, Esq.
 Gaines, Mullen, Pansing & Hogan
 10050 Regency Circle, Suite 200
 Omaha, NE 68114

and to: The Lerner Company
 10855 West Dodge Road
 Omaha, NE 68154
 Attention: Salvatore Carta

provided, however, that (a) any notice of default shall be sent return receipt requested, and (b) in order to be effective, a copy of any notice of default sent to Tenant must also be sent to Tenant's Legal Department at the above address or any alternative address specified pursuant to this Article 14. The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given pursuant to this Development Agreement shall be deemed given upon receipt.

14.2 For the purpose of this Development Agreement, the term "**receipt**" shall mean any of the following: (a) the date of delivery of the notice or other document to the address specified pursuant to Section 14.1 of this Development Agreement as shown on the return receipt, (b) the date of actual receipt of the notice or other document by the person or entity specified pursuant to Section 14.1 of this Development Agreement, (c) in the case of a telefacsimile transmission, the date and time of receipt as shown on the confirmation of the telefacsimile transmission, or (d) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (i) the date of the attempted delivery or refusal to accept delivery, (ii) the date of the postmark on the return receipt, or (iii) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

15. Approvals.

15.1 Except as otherwise specified herein, all items required to be approved by Tenant shall be deemed approved only if the approval stamp thereon is signed by Tenant's Director of Architecture or Vice President of Architecture.

16. Successors and Assigns.

16.1 The terms, covenants, conditions and agreements contained herein shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto; provided, however, the parties acknowledge that Tenant is relying upon the expertise and reputation of Landlord for the performance of Landlord's obligations under this Development Agreement, and, therefore, Landlord may not assign or delegate its obligations hereunder. In the event of any sale or conveyance of a party's interest in its Parcel, said party shall remain liable to the other party for the performance of said party's obligations hereunder.

17. Modification.

17.1 This Development Agreement shall not be modified without the written agreement of all of the parties hereto.

18. Termination.

18.1 This Development Agreement shall terminate upon completion of the work described in Article 2 (Construction by Tenant), Article 3 (Construction by Landlord),

Article 3A (Development of Phase 2), and Article 5 (The Site Work), and payment of all amounts described in Article 9 (Payment of Costs) of this Development Agreement.

19. General Provisions.

19.1 The article headings in this Development Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

19.2 This Development Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Development Agreement shall be construed as a whole and not strictly for or against any party.

19.3 Time is of the essence of this Development Agreement.

19.4 In construing the provisions of this Development Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

19.5 In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

Exhibits to Development Agreement:

Exhibit "A" - Site Plan

Exhibit "B" - Site Development Criteria

Exhibit "C" - Insurance Requirements

Exhibit "D" - Phase 1 Site Work, including all work to be performed in conjunction with development of Phase 1, and Allocation of Site Work Costs to which Tenant will contribute.

99 106375

ONESTOGA MALL

13TH

EXISTING TRAFFIC SIGNAL

EXIST. RAISED MEDIAN

RIGHT IN - RIGHT OUT

CENTER PYLON SIGN "B"

FUTURE TRAFFIC SIGNAL

EXIST. RAISED MEDIAN

RIGHT IN - RIGHT OUT

CENTER PYLON SIGN "A"

PARCEL 25

5,000 S.F. RETAIL
4,000 S.F. RESTAURANT
(SELF-PARK)

PARCEL 26

4,000 S.F.
(SELF-PARK)

PARCEL 24

5,000 S.F. RETAIL
4,000 S.F. RESTAURANT
(SELF-PARK)

PARCEL 23

5,000 S.F.
(SELF-PARK)

PARCEL 22

5,000 S.F.
(SELF-PARK)

SHOPS
8,500 S.F.

ALBERTSONS
57,467 S.F.

PHASE 1

PHASE 2

PHASE 1

PHASE 2

PHASE 1

PHASE 1

PHASE 2

PHASE 2

PHASE 1

ALL STALLS TO BE 10' WIDE THESE AISLES
SEE DETAIL "A"

CARTS

CARTS

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CARTS

COMPACTOR LEADER

ELECTRIC PANELS

TRANSFORMER

EMERGENCY EXITS

75.67' ENTRY

55.33' EXIT

274.67'

53.63' CLEAR

73.17'

192'

18'

18'

18'

18'

18'

18'

18'

18'

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18'

18'

13

26

2

99 106375

W E B B R O A D

DETENTION AREA

PARCEL 27
6,000 S.F.
(SELF-PARK)

PARCEL 28
12,000 S.F.
(SELF-PARK)

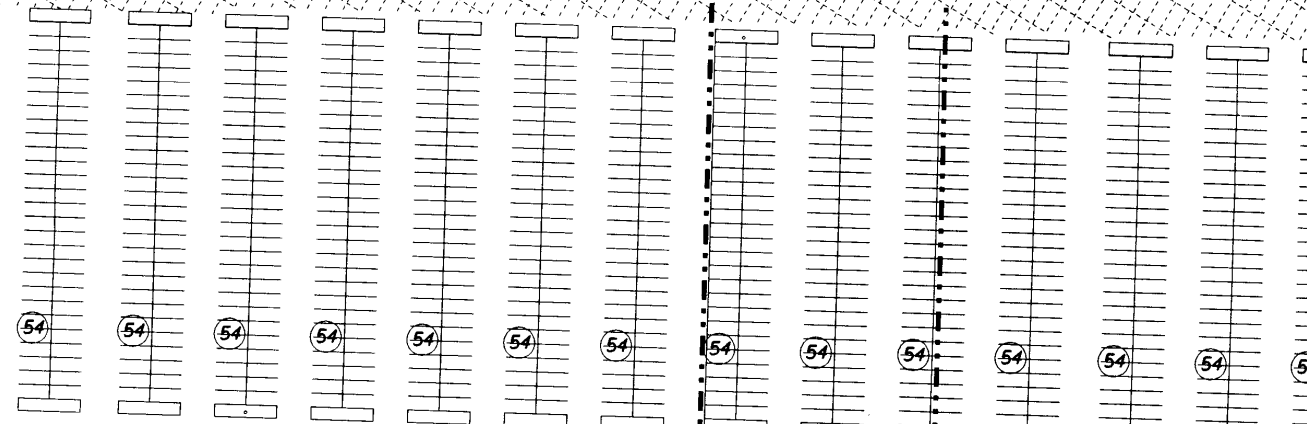
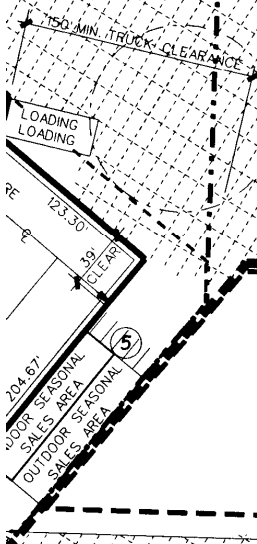
PARCEL 29
7,500 S.F.
(SELF-PARK)

PHASE 2

PARCEL 3
100,000 S.F.

PARCEL 4
27,000 S.F.

PARCEL 5
65,000 S.F.



PHASE 2

A L L E N D R I V E

PARCEL 18
6,000 S.F.
(SELF-PARK)

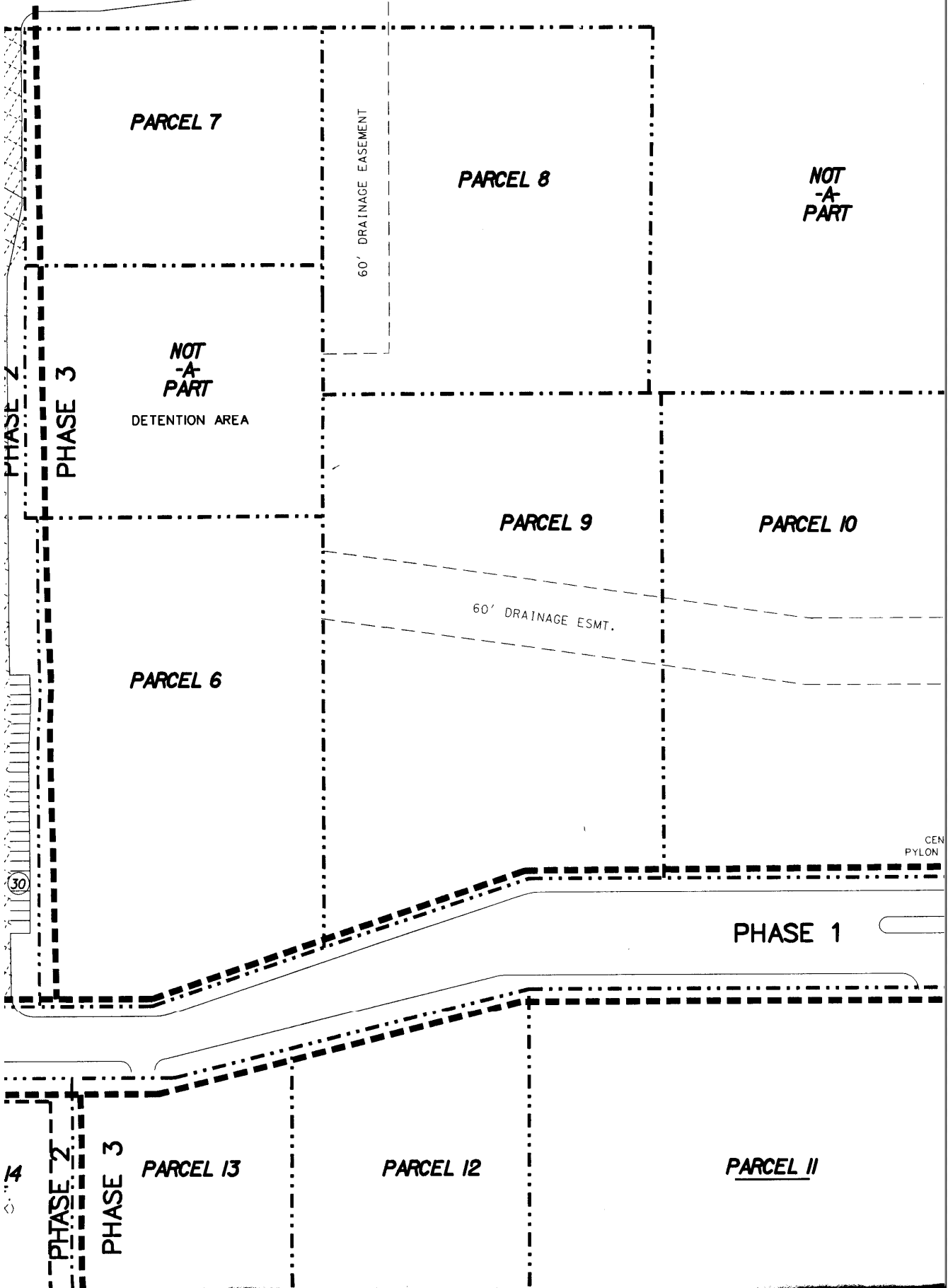
PARCEL 17
6,000 S.F.
(SELF-PARK)

PARCEL 16
6,000 S.F.
(SELF-PARK)

PHASE 2
PARCEL 15
6,000 S.F.
(SELF-PARK)

PARCEL 14
6,000 S.F.
(SELF-PARK)

ENTER
SIGN "E"



99 106375

CONESTOGA MALL

13TH STREET

EXISTING TRAFFIC SIGNAL

EXIST. RAISED MEDIAN

RIGHT IN - RIGHT OUT

CENTER PYLON SIGN "B"

FUTURE TRAFFIC SIGNAL

EXIST. RAISED MEDIAN

RIGHT IN - RIGHT OUT

CENTER PYLON SIGN "A"

PARCEL 25

5,000 S.F. RETAIL
4,000 S.F. RESTAURANT
(SELF-PARK)

PARCEL 26

4,000 S.F.
(SELF-PARK)

PHASE 1

PARCEL 24

5,000 S.F. RETAIL
4,000 S.F. RESTAURANT
(SELF-PARK)

PHASE 2
PHASE 1

PHASE 2
PHASE 1

PARCEL 1

SHOPS
8,500 S.F.

ALBERTSONS
57,467 S.F.

ALL STALLS TO BE 10' WIDE THESE AISLES

PHASE 1
PHASE 2

PARCEL 23

5,000 S.F.
(SELF-PARK)

PARCEL 22

5,000 S.F.
(SELF-PARK)

PHASE 2

PHASE 1

PHASE 2

PARCEL 21

6,000 S.F.
(SELF-PARK)

PARCEL 20

8,500 S.F.
(SELF-PARK)

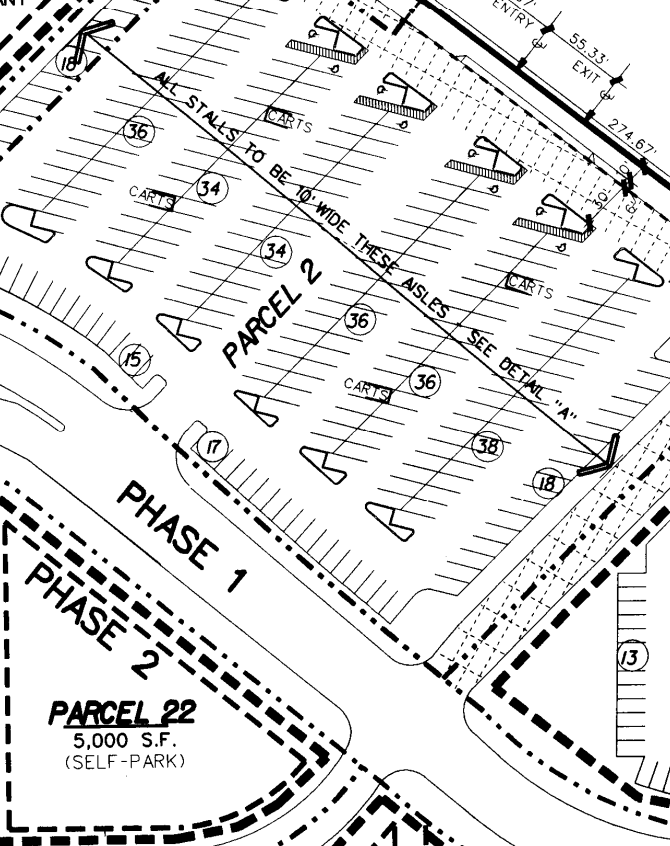
PARCEL 19

7,500 S.F.
(SELF-PARK)

COMPACTOR TRAILER
ELECTRICAL PANELS
TRANSFORMER
EMERGENCY EXITS

75.67' ENTRY
55.33' EXIT
274.67'

SEE DETAIL "A"



CENTER
PYLON SIGN "D"

PHASE 1

PARCEL II

F A I D L E Y

ZONING REQUIREMENTS:
EXISTING - UNKNOWN
REQUIRED - COMMERCIAL

LEGEND

- PROPERTY/PARCEL LINE
- EXPANSION LIMIT LINE
- BUILDING AREA
- HEAVY DUTY PAVING
- BUILDING ENVELOPE
- ACCESS & UTILITY EASMENT
- PHASE LINE

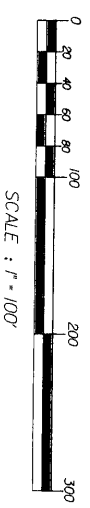


EXHIBIT 'A' SITE PLAN

TOTAL GROSS BUILDING AREA 359,467 S.F. (DOES NOT INCLUDE PHASE 3)
 TOTAL CARPARKS REQUIRED 287 (1/200) *
 TOTAL CARPARKS PROVIDED 287 *
 TOTAL SITE AREA (+/-) 1,736,288 S.F. (39.86 AC.)
 (DOES NOT INCLUDE PHASE 3 OR ALLEN DR.)

APPROVED BY:	DATE:
CHAIRMAN	SIGNED 4-27-'98
PRESIDENT	SIGNED 4-27-'98
EXEC. V.P./S.D.	SIGNED 4-27-'98
EXEC. V.P./OPS.	SIGNED 4-27-'98
SR. V.P./REG.	SIGNED 4-27-'98
GROUP V.P./R.E.	SIGNED 4-27-'98



Albertsons
 DESIGN & CONSTRUCTION
 250 PARKCENTER BLVD.
 BOISE, IDAHO 83726
 (208) 385-6200

PROJECT
 S.E.C.
 13TH STREET
 AND
 US HWY 281
 GRAND
 ISLAND,
 NEBRASKA
 STORE NO.
896

DATE 10-29-197
 SHEET TITLE
**EXHIBIT 'A'
 SITE PLAN**

SHEET
1

EXHIBIT "B"
TO DEVELOPMENT AGREEMENT (4 pages):

99 106375

SITE DEVELOPMENT CRITERIA

**I. SITE DEVELOPMENT CRITERIA
FOR SHOPPING CENTER**

The following Site Development Criteria shall be required to be complied with in the development of every Parcel in the Shopping Center. Landlord agrees to develop the Parcels in accordance with the criteria set forth in this Section I. Changes may be made to the Site Development Criteria in this Section I only with the consent of the Consenting Owners:

A. PARCELS 1 THROUGH 29, SITE PLAN (HORIZONTAL CONTROL PLAN):

Paving

- Thicknesses per soils report for 20 year life.
- Soil sterilant required.
- Contractor submittals for asphalt job mix formula and material certificates to be approved by Materials Engineer/Testing Laboratory.
- Materials Engineer to conduct pre-paving conference and perform full-time inspection during paving operations.
- Prime coat and seal coat should **NOT** be specified unless otherwise recommended by Soils Engineer.
- Striping to be painted with 2 coats traffic yellow in single 4" wide lines.
- All service and main customer traffic aisles to be heavy duty paving as indicated on Exhibit "A."

Parking

- Two-way drive aisles with 60° or 90° parking and stalls at least 9' wide.
- 30' main aisle width for those aisles connecting to public streets.
- 40' minimum main aisle curb cut width.
- Maintain minimum 30' width for all service vehicle drive aisles.
- All handicap parking stalls to comply with Americans With Disabilities Act and be located away from the front of Tenant's Building.

Curbs & Wheel Stops

- No wheel stops or speed bumps.
- Do not use precast concrete.
- Top set extruded concrete set in epoxy **IS NOT** permitted.
- Base of poured-in-place curb to rest on compacted fill, minimum depth 18" at storefront sidewalk and 12" at all others.
- Provide expansion joints @ 25' o.c. maximum and at curves, tangents, and corners. Run bars continued through joints at storefront sidewalk curb. Sack finish exposed surfaces.

B. PARCELS 1 THROUGH 29, GRADING & DRAINAGE PLAN:

- 1% minimum slope on paving (0.3% in concrete gutter). No concrete swales.
- 3% maximum slope at grocery cart traffic areas, within 200' of store entrances, and within 40' of receiving dock.
- 5% maximum at other areas.
- Show required grades in contour format at 1' intervals with spot elevations at appropriate locations.
- Roof top drains to be tight lined to the site storm water system. Show separation of "site work" versus "building work".
- Include storm drainage retention study and plan if required.
- No mechanical means shall be used to assist site drainage.
- Prepare and submit a Storm Pollution Prevention Plan in accordance with EPA Guidelines.

C. PARCELS 1 THROUGH 29, LANDSCAPE PLAN:

- Meet but do not exceed minimum requirements.
- Use inexpensive, low maintenance type ground cover, if required. No annual flowers.
- Trees to be no smaller than 1-1/2" caliper; shrubs to be 5 gallon minimum.
- Avoid obscuring storefront and pylon signs with trees.

- Plastic, automatic irrigation system with separate water meter. Keep heads away from edges of planters.
- Provide sprinkler layout with associated electrical diagrams.
- Provide legend containing plant list with common name, Latin name and size of plant.

D. PARCELS 1 THROUGH 29, UTILITY PLAN:

- Plan shall include, but not be limited to, the following: Designated inverts, sanitary sewer, domestic water, fire sprinkler water (including flow & pressure), grease trap locations, gas and telephone service. Show separation of "site work" versus "building work" consistently for all buildings as defined in Development Agreement.
- All utilities are to be extended to within 5' of Albertson's building by site contractor.
- Locate all easement areas outside of Tenant's Building Areas and expansion and compactor pad areas.
- Manhole covers, catch basin, and clean-out boxes shall not be located in traffic aisles or entry ramp areas.

E. PARCELS 1 THROUGH 29, SITE ELECTRICAL/LIGHTING PLAN:

- Architectural fixtures (no "cobra" heads).
- No Cor-ten light poles.
- Pole bases to be concrete 2'-6" high above grade 2'-0" diameter, formed with circular "sono" tube. Slope top of pole base to shed moisture. Sack finish and paint 2 coats traffic yellow.
- Metal Halide site lighting only (no High Pressure Sodium [HPS]). High Pressure Sodium lighting may only be used when required by local government agencies.
- Site Lighting design shall incorporate computer generated point-by-point photometric layout of proposed lighting system. Use 0.42 light loss factor. (Photometric layout by the proposed light fixture manufacturer.)
- Minimum 2-foot candle maintained at grade level (3-foot candles maintained where HPS lamps are required), with appropriate light cut-off when adjacent to residential neighborhoods.
- Minimum 2-foot candles maintained at grade level for all vehicle and pedestrian entrances to the site, and at on-site vehicle intersections (6-foot candles maintained where HPS lamps are required).
- Design the site lighting to a wattage density between 0.15 and 0.18 watts per square foot.
- Conduct survey of site lighting of surrounding area and install comparable lighting levels across the Shopping Center. In no case shall the site lighting levels on or near Tenant's Building, and on the Common Area serving Tenant's Building, be less than any surrounding properties engaged in similar retail operations.
- Light poles and sign locations must not conflict.
- Site lighting from parking lot light poles and pylon signs must go to a house panel with dedicated meter. No other loads, including building canopy lights, are to be connected to this panel.
- All building security and soffit lights must go to respective building panel.
- Center lights to be photo cell on and off (Photo Control on at dusk/time clock off after store closing/time clock on before store opening/Photo Control off at dawn).
- Parking lot "night lights" (Photo Control only) must be clearly indicated and metered through house panel.
- Provide panel schedule showing all loads connected to house panel.
- Site lighting fixtures shall be one of the following approved manufacturers (no exceptions): Holophane "PoleStar", Kim "VL", Lithonia Hi-Tek "KVS" (or "KSE"), LSI "Hilton", McGraw-Edison "Galleria", Quality "127" or ("128"), or Sterner "Glendale" (or "Alameda") fixtures. Provide fixture schedule.
- Use 1000 watt fixtures where practical unless otherwise required by local codes. Use 30' poles in the general parking areas of the site with 2 1000 watt vertical lamp fixtures per pole at approximately 120 feet center to center spacing. Use horizontal lamp fixtures with "house side" shields where residential property will be impacted by the site lighting. Use 400 watt fixtures if necessary in these locations to prevent light trespass.
- Include a note directing the contractor to provide all site lighting lamps.
- Include electrical service Layout. Show separation of "site work" versus "building work" consistently for all buildings as defined in Development Agreement.

II. TENANT'S SITE DEVELOPMENT CRITERIA FOR PARCEL 2

The following Site Development Criteria are required by Tenant in the development of Parcel 2. Landlord agrees to develop Parcel 2, and to require the Site Contractor to develop Parcel 2, in accordance with the criteria set forth in this Section II. Landlord agrees that these criteria may be waived only by Tenant, in Tenant's sole and absolute discretion. These criteria are in addition to, rather than in lieu of, those set forth for the Shopping Center generally in Section I hereof:

A. PARCEL 2, SITE PLAN (HORIZONTAL CONTROL PLAN):

General Notes (Tenant's Building)

- Maintain a minimum 6' clearance between building wall and adjacent parcel line at emergency exits.
- Maintain minimum 30' clear distance between rear of store and opposite curb and/or obstruction.
- One main entrance aisle must face or pass some portion of storefront.
- Dock area to have a minimum 140' clear distance in direction of loading vehicle movement.
- Fire hydrants, transformers, light poles, or other vertical obstructions shall not be located in or near turning radius areas of service vehicles.
- Required ramps to rear entrances not to exceed 1:12 (8%). Preferred 1:15 (6.66%).
- Define separation of "building work" and "site work" areas.
- All details and sections are to be clearly referenced.
- Two-way drive aisles with 60° parking and 10' wide stalls.

Parking

- Two-way drive aisles with 60° parking and stalls 10' wide.
- Curbed island adjacent to parking stalls to be 3 feet shorter than striped length of parking stall.
- Maintain 30' minimum between face of sidewalk in front of Tenant's Building and nearest parking space.
- Locate 8 handicap parking stalls across the front of Tenant's Building (2 stalls per parking bay). Handicap parking stalls to comply with Americans With Disabilities Act.
- Cart returns as indicated on the Exhibit "A" will be furnished and installed by Tenant.

B. PARCEL 2, GRADING & DRAINAGE PLAN:

- Provide natural truck dock (no truck well). Finished floor of dock to be 52 inches above grade.
- Tenant's Building pad shall be graded to a level below finished floor equal to the floor slab thickness plus drainage course if any, as specified in the owner's report of subsurface investigation to an accuracy of plus or minus 1/10th of a foot.
- Tenant's Building pad shall be compacted and a "Pad Certificate" form, acceptable to Tenant, shall be completed, verifying compliance with the Contract Documents.
- Albertson's Design Department will provide Tenant's building utility demand and location information within 10 days of a written request to do so.

C. PARCEL 2, SITE ELECTRICAL/LIGHTING PLAN:

- Include a computer generated point-by-point photometric layout of all vertical surfaces at the front elevation of Tenant's Building.
- Minimum 6-foot candles maintained at grade level for drive aisle at front of Tenant's Building (9-foot candles where HPS lamps are required).
- Minimum 4-foot-candles maintained illumination on all vertical surfaces at the front elevation of Tenant's Building. Note: the use of "flood lights" mounted on parking lot light poles is not an acceptable method of achieving the required illumination.
- Conduct survey of site lighting of surrounding area and install comparable lighting levels between the Common Areas servicing Leased Premises, and those serving the Shopping Center generally. In no case shall Tenant's site lighting levels on and immediately adjacent to Tenant's Leased Premises be less than any surrounding properties engaged in similar retail operations.
- Light poles and sign locations must not conflict.
- Tenant's pylon signs and selected poles within parking lot, at main drives and in front of Tenant's Building, are to be connected to house panel by separate circuits and controls. Control to be a Tork #7200 [with reserve] time clock, and Tork #2100 photo cell and required contactors. Locate photo control in 1/2" rigid conduit above the roof. Aim photo cell north.
- House panel not to be located on or within 50 feet of Tenant's Building and shall be sized for minimum spares and spaces.

- Use 35' poles with 2 1000 watt vertical lamp fixtures per pole at approximately 60 feet center to center spacing along the drive aisle located directly in front of Tenant's Building to light the store front wall.
- Include telephone service Layout. Provide 100 pair telephone cable per Tenant's requirements. Provide 50 pair telephone cable per in-store bank's requirements.
- Discuss site lighting design considerations with Tenant's Engineering Department.
- Provide 120V outlet and J-box for security camera mounted at 20' above grade at the pole located closest to the main entry to the store. Outlet to be powered from Panel ECR in Tenant's Building. Provide 3/4" conduit for power from outlet to point 5 feet from Tenant's Building pad. Provide 3/4" conduit for CCTV from J-box to point 5 feet from Tenant's Building pad.

EXHIBIT "C"
TO DEVELOPMENT AGREEMENT (2 pages)

INSURANCE REQUIREMENTS

The Site Contractor shall procure and maintain until the Site Work has been completed and accepted in accordance with Section 8.2 of the Development Agreement comprehensive general liability insurance with broad form coverage endorsement with combined single limits of not less than \$2,000,000 per occurrence. Such insurance must include broad form general liability endorsement and broad form property damage coverage including, but not limited to, damage arising from explosion, collapse of structures or other property and damage to underground utilities and property with any X.C.U. exclusion removed. The insurance must include contractor's protective liability insurance, product and completed operations coverage and contractual liability insurance. The comprehensive general liability policy shall be endorsed to include personal injury, libel, slander, wrongful eviction, and false arrest. All policies of insurance provided hereunder shall be written on an "occurrence" basis, if available, and, if not, on a "claims made" basis.

The above policy of insurance shall name Landlord and Tenant as additional insureds. The Site Contractor shall furnish Landlord and Tenant certificates (and, if requested by Albertson's, with a copy of the insurance policy as well) showing such coverage and showing that coverage will not be cancelled, materially changed or nonrenewed without thirty (30) days prior written notice to Landlord and Tenant. If coverage is obtained by naming Landlord and Tenant as additional insureds, the policy must contain a cross liability clause and a breach of warranty clause and the certificate must so indicate. If the required coverage is obtained through a combination of comprehensive general liability and umbrella coverage, the certificate for umbrella coverage must also show that Landlord and Tenant will be given thirty (30) days prior written notice of cancellation, material change or nonrenewal.

The Site Contractor must provide certificates showing statutory worker's compensation coverage and showing employer's liability coverage with minimum limits of \$300,000. In addition, the Site Contractor will provide evidence its subcontractors and their subcontractors carry similar coverage. Landlord and Tenant need not be named as additional insureds on the employer's liability coverage or the worker's compensation coverage. Landlord and Tenant must be given thirty (30) days prior written notice of cancellation or nonrenewal of either coverage.

The Site Contractor must provide certificates of insurance showing that it maintains comprehensive automobile liability insurance for all owned, nonowned and hired vehicles with single limits of at least \$2,000,000 per occurrence. Such coverage must name Landlord and Tenant as additional insureds. The Site Contractor must provide a certificate (and, if requested by Tenant, a copy of the insurance policy as well) showing such coverage and showing that such coverage will not be cancelled, materially changed or nonrenewed without thirty (30) days written notice to Landlord and Tenant.

Breach of Warranty Clause

As to the interest of any additional insured, the insurance afforded by the policy shall not be invalidated by any breach or violation by the additional insured of any warranties, declarations or conditions, but not the exclusions, in the policy, but this shall not prevent exhaustion of the limits of liability by payment on behalf of any insured.

Cross Liability Clause

The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.

EXHIBIT "C"
TO DEVELOPMENT AGREEMENT (Continued):

30 Day Notice Clause - Acceptable Language

In the event of cancellation, material change or nonrenewal of the policy or policies by the company during the periods of coverage as stated herein, 30 days written notice of such cancellation, material change or nonrenewal will be mailed to the party to whom this certificate is issued.

30 Day Notice Clause - Non-Acceptable Language

Should any of the above described policies be cancelled, materially changed or nonrenewed before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

EXHIBIT "D"
TO DEVELOPMENT AGREEMENT (4 pages):

99 106375

**Phase 1 Site Work, Including Breakdown of Parcels' Proportionate Share of Phase 1 Site
Work Costs.**

Category I. All of Allen Drive; all off-site work (as described in Section 5.4 of this Development Agreement), including curb cuts, gutters, traffic signals, off-site utilities, road work, and other items required for governmental approval, for all of Parcels 1 through 29 (Phases 1, 2, and 3 as shown on Exhibit "A"). These items are to be prorated between Parcels 1 through 29 based on land area:	Parcel Number	Land Area	Percent Share
	1	40,135	1.60
	2	273,260	10.87
	3	330,471	13.14
	4	106,605	4.24
	5	238,398	9.48
	6	110,660	4.40
	7	58,262	2.32
	8	99,305	3.95
	9	141,163	5.61
	10	134,645	5.36
	11	128,362	5.10
	12	59,850	2.38
	13	46,599	1.85
	14	45,200	1.80
	15	45,200	1.80
	16	48,768	1.94
	17	51,020	2.03
	18	42,940	1.71
	19	48,618	1.93
	20	60,407	2.40
	21	63,950	2.54
	22	39,215	1.56
	23	45,734	1.82
	24	57,500	2.29
	25	57,363	2.28
	26	36,622	1.46
	27	27,372	1.09
	28	43,788	1.74
	29	32,908	1.31
	TOTAL:	2,514,320	100.00

EXHIBIT "D"
TO DEVELOPMENT AGREEMENT (Continued):

99 106375

Category II.	Parcel	Land Area	Percent Share
On-site utilities for Phases 1			
and 2, including storm, sewer,	1	40,135	2.31
water, and electricity, to be	2	273,260	15.75
prorated between the Parcels	3	330,471	19.04
comprising Phases 1 and 2	4	106,605	6.14
shown on Exhibit "A,"	5	238,398	13.74
based on land area:	14	45,200	2.60
	15	45,200	2.60
	16	48,768	2.81
	17	51,020	2.94
	18	42,940	2.48
	19	48,618	2.80
	20	60,407	3.48
	21	63,950	3.68
	22	39,215	2.26
	23	45,734	2.64
	24	57,500	3.31
	25	57,363	3.31
	26	36,622	2.11
	27	27,372	1.58
	28	43,788	2.52
	29	32,908	1.90
	TOTAL:	1,735,474	100.00

EXHIBIT "D"
TO DEVELOPMENT AGREEMENT (Continued):

99 106375

Category III. On-site work for	Parcel	Land Area	Percent Share
Phase 1, as defined in Section 5.5 of	1	40,135	12.81
this Development Agreement (except	2	273,260	87.19
as specifically included in Category II);	TOTAL:	313,395	100.00
finished Common Area work, including			
without limitation paving, lighting, pad			
preparation (as described in Section			
5.5), and landscaping, for Phase 1 only;			
and the construction and maintenance			
of temporary access facilities as			
reasonably required to provide			
continuous access for construction			
vehicles and equipment to Tenant's			
Building and Landlord's Building and			
the staging areas for Parcels 1 and 2,			
which costs shall be prorated between			
Parcels 1 and 2 based on land area:			

Category IV. All Site Work for	Parcel	Land Area	Percent Share
development of the drive aisles	1	40,135	5.95
running north-south along (a) the	2	273,260	40.53
common boundary line between	20	60,407	8.96
Parcels 24 (on the west) and 25	21	63,950	9.49
and 26 (on the east), and (b) the	22	39,215	5.82
common boundary lines between	23	45,734	6.78
Parcels 20 and 21 (on the west)	24	57,500	8.53
and Parcels 22 and 23 (on the	25	57,363	8.51
east). These costs are to be	26	36,622	5.43
prorated among Parcels 1 and 2,	TOTAL:	674,186	100.00
and 20-26, based on land area:			

EXHIBIT "D"
TO DEVELOPMENT AGREEMENT (Continued):

99 106375

Category V. Pre-Development costs, including architecture, engineering, traffic studies, surveys, geotechnical reports, environmental reports, and the like. These costs are to be split among all of Phases 1, 2, and 3, shown on Exhibit "A" including Parcels 1 through 29, based on land area:	Parcel Number	Land Area	Percent Share
	1	40,135	1.60
	2	273,260	10.87
	3	330,471	13.14
	4	106,605	4.24
	5	238,398	9.48
	6	110,660	4.40
	7	58,262	2.32
	8	99,305	3.95
	9	141,163	5.61
	10	134,645	5.36
	11	128,362	5.10
	12	59,850	2.38
	13	46,599	1.85
	14	45,200	1.80
	15	45,200	1.80
	16	48,768	1.94
	17	51,020	2.03
	18	42,940	1.71
	19	48,618	1.93
	20	60,407	2.40
	21	63,950	2.54
	22	39,215	1.56
	23	45,734	1.82
	24	57,500	2.29
	25	57,363	2.28
	26	36,622	1.46
	27	27,372	1.09
	28	43,788	1.74
	29	32,908	1.31
	TOTAL:	2,514,320	100.00