

Entered as Instrument No.
99-106377

STATE OF NEBRASKA)
COUNTY OF HALL)

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Kathy Braach
REG. OF DEEDS

CASH 160.50
CHECK _____

REFUNDS:
CASH _____
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RESERVED FOR REGISTER OF DEEDS RECORDING SPACE
(See 27-1501.01)
HALL COUNTY, NE

160.50

G.I. ABSTRACT

COMMON AREA MAINTENANCE AGREEMENT

Table of Contents

Article	Subject	Page
1.	Recitals.	1
2.	Maintenance Standards.	1
3.	Lighting.	5
4.	Taxes.	5
5.	Maintenance Director.	5
6.	Reimbursement of Maintenance Director.	6
7.	Billing for Expenses.	10
8.	Effect of Sale by Owner.	13
9.	Default.	14
10.	Lien for Expenses or Taxes.	15
11.	Right to Maintain Parcel Separately.	16
12.	Responsibility if No Maintenance Director.	17
13.	General Provisions.	17
14.	Severability.	20
15.	Not a Partnership.	20
16.	Captions and Headings.	20
17.	Entire Agreement.	20
18.	Construction.	20
19.	Joint and Several Obligations.	20
20.	Recordation.	20

COMMON AREA MAINTENANCE AGREEMENT

THIS COMMON AREA MAINTENANCE AGREEMENT ("CAMA") is made as of the 11th day of March, 1999, by and between **Robert M. Allen Family Limited Partnership**, a Nebraska limited partnership ("Allen"), and **Albertson's, Inc.**, a Delaware corporation ("Albertson's").

1. Recitals.

1.1 Allen owns Parcels 1 through 5 and 14 through 29, collectively referred to as the "**Shopping Center.**" Albertson's is the lessee of Parcel 2. Parcels 1 through 5 and 14 through 29 are shown on **Exhibit "A"** and more particularly described in **Schedule I** attached hereto and incorporated herein by this reference.

1.2 By virtue of that certain document entitled "Declaration of Restrictions and Grant of Easements" which encumbers the Shopping Center and is recorded concurrently herewith ("**Declaration**"), the Owners (including Albertson's, who is deemed to be the Owner of Parcel 2 for purposes of the Declaration and this CAMA) have imposed certain restrictions on their Parcels and have executed reciprocal easements each in favor of the other, covering those portions of the Shopping Center defined in the Declaration as "**Common Area.**"

1.3 Each of Parcels 1 through 5 and 14 through 29 is sometimes referred to herein as "**Parcel.**" **Phase 1** and **Phase 2** of the Shopping Center each consist of the area respectively shown as such on Exhibit "A" attached hereto. The Phases are more particularly defined in Section 1.2 of the Declaration.

1.4 The Owners desire to provide for the common operation, cleaning, maintenance, repair, replacement and insurance of the Common Area within the Shopping Center as hereinafter provided.

1.5 All of the terms in this CAMA shall have the meanings set forth in the Declaration, the provisions of which are incorporated herein by this reference, except that references herein to exhibits and schedules shall refer to those attached to this CAMA. In the event of any conflict between the terms of this CAMA and the Declaration, the Declaration shall control.

2. Maintenance Standards.

2.1 Commencing on the date Albertson's first opens its building on Parcel 2 for business (the "**Albertson's Opening**"), the Maintenance Director shall, except as hereinafter provided, maintain the Common Area of Phase 1 at all times in good and clean condition and repair, and shall also maintain those Common Areas within the balance of the Shopping Center reasonably required for operation of business within the buildings constructed on Parcels 1 and 2, including without limitation those areas discussed in Section 2.1(c) - (j) below, pursuant to the

standards of first-rate shopping centers in the same geographical area as the Shopping Center.

Said maintenance shall include, without limitation, the following:

(a) Maintaining, repairing and resurfacing, when necessary, all paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability; and restriping, when necessary;

(b) Removing all snow, papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

(c) Maintaining, repairing and replacing, when necessary, all traffic directional signs, markers and lines;

(d) Operating, maintaining, repairing and replacing, when necessary, such artificial lighting facilities as shall be reasonably required (except for the "**After Hours Lighting**" described in Article 3 below);

(e) Maintaining all landscaped areas (including, without limitation, those on the perimeter of the Shopping Center, to the extent that improvements have been installed in such areas, or, in perimeter areas on which landscaping has not been installed, keeping the same weed-free, clean, and free of trash and debris); maintaining, repairing and replacing, when necessary, automatic sprinkler systems and water lines; and replacing shrubs and other landscaping as is necessary;

(f) Maintaining, repairing and replacing, when necessary, all Common Area walls (including, without limitation, all fences, walls or barricades constructed pursuant to Section 4.4 of the Declaration);

(g) Maintaining, repairing and replacing, when necessary, all storm drains, sewers and other utility lines and facilities not dedicated to the public or conveyed to any public or private utility which are necessary for the operation of the buildings and improvements which have been constructed (with the cost of all such items being allocated between the Owners of all buildings and improvements serviced or to be serviced by said facilities on the basis of their respective Building Areas);

(h) Keeping the Center Pylon Signs (as described in the Declaration) lighted from dusk to dawn or during such other times mutually agreed in writing by the businesses designated thereon;

(i) Maintaining, repairing and replacing, when necessary, the Center Pylon Sign pylon structures shown on Exhibit "A" (except for the sign fascia and cans which shall be supplied and maintained by the businesses designated thereon). Notwithstanding the other provisions of this CAMA, the cost of maintaining, repairing and replacing the

Center Pylon Sign pylon structures shall be paid by the Owners of all Parcels entitled to display designations thereon in the proportion that the total square footage of each Owner's designation or designations bears to the total square footage of all designations entitled to be displayed thereon;

(j) Performing any maintenance work on Allen Drive, on the public right-of-way areas (but not the streets other than Allen Drive) immediately adjacent to the Shopping Center, and on the Detention Areas (shown on Exhibit "A"), as the Consenting Owners for Phases 1 and 2 deem to be reasonable and appropriate, in their discretion, and to the extent the same are not being maintained by governmental entities (subject to acquiring approval or consent from the Owner(s) of fee title to Allen Drive, the rights-of-way, and the Detention Areas);

(k) Arranging for the provisions of security services in the Shopping Center, to the extent deemed reasonable and necessary by the Consenting Owners for Phases 1 and 2; and

(l) Performing itself or contracting with a third party or parties to perform any of the services described herein; provided, however, that the Maintenance Director shall remain responsible and liable for management of the performance of all of said services in accordance with the terms of this CAMA and for management of the performance of any such third party or parties under any such contract or contracts.

2.2 In addition to the foregoing, from the date of the Albertson's Opening, the Maintenance Director shall provide and maintain commercial general liability insurance with broad form coverage endorsement (including broad form property damage endorsement) insuring the Maintenance Director against claims for personal injury, bodily injury or death, and property damage or destruction, occurring in, on or about the Common Area of the entire Shopping Center. Such insurance shall be the primary policy for the coverage of the above-listed claims, except to the extent that such claims arise out of an Owner's willful or negligent acts or omissions, and shall be written with an insurer licensed to do business in Nebraska. Allen, Albertson's, and all persons who now or hereafter own or hold portions of the Shopping Center or building space within the Shopping Center or any leasehold estate or other interest therein as their respective interests may appear (provided that the Maintenance Director is notified in writing of such interest) shall be named on the policy as additional insureds. The limits of liability of all such insurance shall be not less than \$2,000,000 for personal injury or bodily injury or death of any one person, \$2,000,000 for personal injury or bodily injury or death of more than one person in one occurrence and \$500,000 with respect to damage to or destruction of property; or, in lieu of such coverage, a combined single limit (covering personal injury, bodily injury or death and property damage or destruction) with a limit of not less than \$2,000,000 per

occurrence. The Maintenance Director shall furnish Allen and Albertson's with certificates evidencing such insurance. The policies of such insurance shall provide that the insurance represented by such certificates shall not be cancelled, materially changed or nonrenewed without the giving of thirty (30) days prior written notice to the holders of such insurance and the holders of such certificates.

2.3 Anything in this Article 2 to the contrary notwithstanding, the Maintenance Director shall not be responsible for the maintenance or insurance of any Service Facilities (as defined in the Declaration), including payment for utilities used in the operation of such Service Facilities, or for driveup or drive through customer service facilities, which facilities shall be maintained and paid for by the Owners thereof in good and clean condition and repair and in a quality and condition comparable to the quality and condition of the maintenance of the balance of the Common Area. In addition, the Owners of the Parcel(s) on which said facilities are located shall at all times (a) provide and maintain or cause to be provided and maintained commercial general liability insurance with broad form coverage endorsement (including broad form property damage endorsement) insuring all persons who now or hereafter own or hold portions of said facilities or any leasehold estate or other interest therein as their respective interests may appear against claims for personal injury, bodily injury or death or property damage or destruction occurring in, on or about said facilities, and (b) indemnify, defend and hold harmless the Owners and occupants of all other Parcels from and against any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property occurring in, on or about said facilities and arising out of the performance or nonperformance of any of the obligations of the Owners of the Parcel(s) on which said facilities are located set forth in this Section 2.3, unless caused by the negligent or willful act or omission of the indemnified person, its agents, contractors or employees. Said insurance shall be written with an insurer licensed to do business in Nebraska and in the amounts set forth in Section 2.2 above. The Owners of any such Parcel(s) shall furnish the Maintenance Director and any Consenting Owner with certificates evidencing such insurance upon request. The insurance which an Owner is required to maintain hereunder may be provided under a blanket policy provided such policy otherwise complies with the requirements of this CAMA. So long as an Owner has a net worth, determined in accordance with generally accepted accounting principles, in excess of \$100,000,000.00, all or any part of such insurance carried by such Owner may be provided under a program of self-insurance.

2.4 The Maintenance Director agrees to indemnify, defend and hold harmless the Owners and occupants of all buildings or Parcels from and against any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on

any appeal), judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property occurring in, on or about the Common Area (exclusive of any Service Facilities or driveup or drive through customer service facilities) and arising out of the performance or nonperformance of any of the obligations of the Maintenance Director set forth in this CAMA, unless caused by the negligent or willful act or omission of the indemnified person, its agents, contractors or employees.

2.5 At such time as an Owner of a Parcel in Phase 2 constructs a building on such Parcel and obtains an occupancy permit (whether a temporary or a permanent occupancy permit), the provisions of Sections 2.1 through 2.4 shall apply to said Parcel as if the Parcel in question was originally included in said provisions.

2.6 Upon the ten-year anniversary of this CAMA, this CAMA and all provisions hereof shall be deemed to apply to the entire Shopping Center, and to all Parcels, regardless of whether construction has commenced on any particular Parcel.

3. Lighting.

3.1 It is agreed that the artificial lighting for the Common Area shall remain on while a majority of the businesses in the Shopping Center are open for business, or until 11:00 p.m., whichever is later. If artificial lighting for a time later than the foregoing ("**After Hours Lighting**") is needed by any Owners or occupants, then such artificial lights to service such Owners or occupants shall be separately metered or otherwise measured or reasonably estimated and all expenses thereof shall be paid by such Owners or occupants to the extent appropriate. Such Owners or occupants shall pay a reduced proportion of the expense of lighting the balance of the Common Area according to the extent to which such Owners or occupants are lighting the Common Area by separately metered lights.

4. Taxes.

4.1 Each Owner shall pay direct to the tax collector when due the real property taxes and other special taxes and assessments assessed against the Owner's building(s) or Parcel(s), including the portion of the Common Area on such Owner's Parcel(s); subject, however, to the right of any such Owner to contest the amount or validity of all or any part of said taxes and assessments.

5. Maintenance Director.

5.1 The Owners hereby appoint the Owner of Parcel 1 as Maintenance Director of the Shopping Center Common Area from and after the date Albertson's first opens its building on Parcel 2 for business.

5.2 The Consenting Owners (as defined in the Declaration) for both Phases may jointly remove the Maintenance Director, in which event the Consenting Owners for both

Phases shall immediately appoint another person to be the Maintenance Director for the Shopping Center.

5.3 The Maintenance Director shall have the right, upon giving ninety (90) days prior written notice to the Consenting Owners for both Phases, to resign as Maintenance Director, in which event the Consenting Owners shall appoint another person to be the Maintenance Director.

6. Reimbursement of Maintenance Director.

6.1 The Maintenance Director shall contract for and pay for all of the items enumerated as maintenance and insurance expenses in Article 2 herein, pursuant to the provisions of this Article 6. The parties anticipate that Phase 2 of the Shopping Center will not be developed concurrently with Phase 1. Therefore, the Maintenance Director will initially be responsible to administer the Common Area maintenance as described in Section 2.1, with the exception of the insurance to be provided under Section 2.2, which the Maintenance Director shall carry for all Parcels in the Shopping Center from the time of the Albertson's Opening and be reimbursed by all Owners in accordance with the chart in Section 7.5. At such time as any Parcel in Phase 2 is developed (as evidenced by the Owner's or occupant's obtaining an occupancy permit for a building in Phase 2), the remaining duties (in addition to insurance) of the Maintenance Director shall be extended over such Parcel and the Owner of such Parcel shall contribute to the expenses of the Maintenance Director in the proportion that the square footage of land area on such Owner's Parcel(s) bears to the total square footage of land area contained within Phase 1 and within those Parcels in Phase 2 on which buildings have been constructed. Commencing with the tenth (10th) anniversary of this CAMA, the Owners of all Parcels in either Phase shall be responsible to contribute to all Common Area maintenance expenses, whether or not building(s) have been constructed on their Parcel(s), in accordance with the chart in Section 7.5.

6.2 At least sixty (60) days prior to the date Albertson's first opens for business and thereafter by June 1 of each calendar year during the term of this Agreement, the Maintenance Director shall submit to each Consenting Owner, for such Consenting Owner's review and approval, a proposed annual budget for Common Area expenses ("**Budget**") covering, respectively, the First Partial Maintenance Budget Year (as hereafter defined) (or full Maintenance Budget Year if Albertson's opens for business on September 1) and each Maintenance Budget Year thereafter, together with any backup materials reasonably requested by any Owner. As used herein, "**First Partial Maintenance Budget Year**" shall mean the period running from the date Albertson's first opens its building for business on Parcel 2, until the following September 1; and the term "**Maintenance Budget Year**" shall mean the period

running from the September 1 following Albertson's opening for business and continuing through the following August 31, and each corresponding 12-month period thereafter.

6.3 (a) If a Consenting Owner shall disapprove the Budget, such Consenting Owner shall communicate such disapproval and the specific grounds therefor in writing to the Maintenance Director. The Maintenance Director shall meet with the disapproving Consenting Owner within fifteen (15) days after the Maintenance Director's receipt of such notice of disapproval, and the parties shall each negotiate with the other in good faith to resolve any differences relating to the Budget.

(b) Upon approval by the Consenting Owners, the Maintenance Director shall provide the Consenting Owners with written evidence that the required approval has been received. Thereafter, the Budget shall go into effect as of the beginning of the Maintenance Budget Year for which it is proposed (or the First Partial Maintenance Budget Year, if applicable) and shall be binding during that year (or partial year) upon all of the Owners in the Shopping Center, subject to the provisions hereof. Notwithstanding the foregoing, no Consenting Owner shall be obligated to pay its pro rata share of a Budget until such Consenting Owner has received written evidence that the required approval has been obtained pursuant to this Section 6.3(b).

(c) If the Budget is approved, the Maintenance Director shall provide a copy of it to all Owners and shall then proceed to operate, insure, maintain and repair the Common Area during the ensuing Maintenance Budget Year (or the First Partial Maintenance Budget Year, if applicable) in accordance with the final approved Budget. The Maintenance Director shall not incur any expense not included in the final approved Budget (except for any increased utility and snow and ice removal expenses incurred during such period, which shall be treated as set forth below) or not subject to Section 6.6 or 6.7 below, without the written permission of the Consenting Owners.

(d) Notwithstanding the foregoing, the Maintenance Director shall be entitled to exceed the Budget by up to a five percent (5%) increase for any single item (provided that the aggregate of such increases shall not exceed five percent [5%] of the Budget), not including increased utility expenses and expenses for snow and ice removal, as discussed in this Section 6.3 or the emergency repairs discussed in Section 6.6, without prior written approval from the Consenting Owners.

(e) The Maintenance Director shall notify the Consenting Owners within thirty (30) days of (i) receipt by the Maintenance Director of notice of an increase in utility costs for the Shopping Center, or (ii) reasonable determination by the Maintenance Director that there will be an increase in Common Area maintenance expense due to unusually high and unforeseeable cost of removal of snow and ice in years when the snowfall is significantly above-

average or weather is unexpectedly severely cold. In either such event, the Maintenance Director shall provide the Consenting Owners with copies of all documentation representing such increase. Within thirty (30) days after the Maintenance Director's receipt of notice of an increase in utility costs, the Maintenance Director shall provide to all Consenting Owners a revised Budget for the remainder of the Maintenance Budget Year, reflecting changes only in utility costs and the cost of removal of snow and ice. Such revised Budget shall be operative for the remainder of the Maintenance Budget Year, absent reasonable objection by any Consenting Owner.

6.4 Except with respect to the First Partial Maintenance Budget Year, if no Budget is approved for any Maintenance Budget Year, the Maintenance Director shall continue to operate and maintain the Common Area on the basis of the Budget for the previous Maintenance Budget Year (or, if no Budget was approved for the previous Maintenance Budget Year, then on the basis of the actual Common Area expenses [excluding capital expenditures] for the previous Maintenance Budget Year), except that the Maintenance Director shall be entitled to pay increased costs for utility and snow and ice removal, upon satisfying the conditions of Section 6.3(e), and to be reimbursed therefor by the Owners. The parties agree, however, that with respect to any Maintenance Budget Year as to which no Budget has been approved (including a Maintenance Budget Year in which the Maintenance Director is operating under the previous year's Budget or actual Common Area expenses), the following restrictions shall apply:

(a) The Maintenance Director shall not be entitled to reimbursement of all or any portion of any item of Common Area expense from any Consenting Owner as to which the pro rata share of such Owner exceeds \$3,500.00, without the prior written approval from such Consenting Owner;

(b) Any Consenting Owner may require the Maintenance Director to submit any contract out to bid, for Common Area work to be performed as to which the proportionate share of the Consenting Owner making the request is at least \$1,000.00. Such request shall be made no more than once annually for any contract and shall be handled as follows:

At least thirty (30) days prior to the commencement of the work requested to be bid, the Maintenance Director shall submit said Common Area maintenance work for bid to at least three (3) bidders approved in writing by such Consenting Owners, which approval shall not be unreasonably withheld or delayed; provided, however, that if three bidders are not reasonably available in the geographical area of the Shopping Center, bids shall be solicited from those qualified bidders who are available. The names of the bidding contractors or companies and the amounts of their respective bids shall be furnished to the Consenting Owner(s) requesting the bid within ten (10) days after receipt thereof. The Maintenance Director shall award the contract to

the low bidder unless prior written consent to award the contract to a higher bidder is first obtained by Maintenance Director from all Consenting Owners; and the Owners' pro rata shares of such item of Common Area work shall thereafter be based on the amount of said contract.

6.5 From and after the Albertson's Opening, each Owner shall pay the Maintenance Director, on the first day of each calendar month, an amount equal to the Owner's monthly portion of such Owner's pro rata share of the entire Budget for the First Partial Maintenance Budget Year (i.e., if the First Partial Maintenance Budget Year has 6 months, said Owner's monthly portion would be 1/6 of said Owner's pro rata share of the entire Budget for the First Partial Maintenance Budget Year). Thereafter, each Owner shall pay the Maintenance Director on the first day of each calendar month, an amount equal to one-twelfth (1/12th) of such Owner's pro rata share of the entire Budget for the applicable Maintenance Budget Year, or if no Budget has been approved, then an amount equal to one-twelfth (1/12th) of such Owner's share, as required by Section 6.4.

6.6 If the Maintenance Director is required to incur an extraordinary cost or expense during any Maintenance Budget Year for an Unforeseen Expense (defined below), which Unforeseen Expense has not been set forth in an approved Budget, then each Owner shall pay to the Maintenance Director such Owner's share of such costs within thirty (30) days of receipt of the Maintenance Director's statement and reasonable backup documentation therefor. Upon the occurrence of such Unforeseen Expense, the Maintenance Director shall provide each Consenting Owner with the best and earliest notice feasible under the circumstances, which notice shall in no event be delayed more than four (4) days. For purposes of this Section 6.6, an "Unforeseen Expense" qualifying for payment outside the Budget shall include only an emergency situation necessitating repair or replacement which presents an imminent threat or danger of irreparable harm to person or property, as to which delay would cause further threat or damage or would further endanger person or property.

6.7 If the Maintenance Director reasonably deems it necessary to incur an extraordinary cost or expense for the repair or replacement of any portion of the Common Area, which expense has not been set forth in an approved Budget, is not reimburseable as a utility or snow and ice removal expense, and is not on an emergency basis, the Maintenance Director shall request written approval of such expenditure from the Consenting Owners as far in advance of such repair or replacement as is reasonably possible, and such approval shall not be unreasonably withheld or delayed. A request for approval under this Section 6.7 shall be deemed approved if no response is received by the Maintenance Director within thirty (30) days after the request for approval is delivered to the person whose consent is sought, provided that the letter requesting approval was sent to the address provided for such person for notice purposes under Section 13.7 hereof, and expressly and conspicuously stated (citing this Section 6.7 of the CAMA) that, if no

response was given within 30 days, the request would be deemed approved. If requested by any Consenting Owner, whose proportionate share of the expense is \$1,000.00 or greater, the Maintenance Director shall follow the bidding procedures set forth in Section 6.4 with regard to any repair or replacement performed under this Section 6.7.

6.8 The Maintenance Director agrees to perform its duties under this Article 6 on a nonprofit basis (except as to the management fee described below) with the objective of keeping expenses at a reasonable minimum. The Maintenance Director may charge a management fee, to include all service and administrative charges, of ten percent (10%) of each Owner's pro rata share of Common Area expenses; provided that (a) the ten percent (10%) charge shall not exceed \$350.00 for any line item in the approved Budget without the prior written approval of the Consenting Owners; and (b) such management fee shall not apply to amounts spent for capital expenditures to the extent any single such expenditure exceeds Three Thousand Five Hundred Dollars (\$3,500.00), or to utilities or insurance. The Owner of Parcel 2 shall not be required to pay any management, administrative, or service fees to the Maintenance Director, other than the 10% service fee discussed in this Section 6.8. The Maintenance Director may charge such additional and reasonable service fees as the Maintenance Director desires, provided that such additional fees shall not apply to Parcel 2. The Common Area expenses shall not include any costs incurred by Maintenance Director for the services of a manager or management company or for office overhead or compensation of its employees, except to the extent covered by the management fee provided for in this Section 6.8.

6.9 Prior to the commencement of each Maintenance Budget Year (and the First Partial Maintenance Budget Year), the Maintenance Director shall, upon the written request of any Consenting Owner, put out to bid, in accordance with the provisions of Section 6.4(b), any contract for Common Area maintenance work as to which, in the previous Maintenance Budget Year, the pro rata share of the Consenting Owner making the request was at least \$1,000.00. A Consenting Owner wishing to have work put out to bid shall make such request by May 1 preceding the deadline for submission of the proposed Budget to the Consenting Owners under Section 6.2. The Maintenance Director shall not enter into a contract which is binding for a period of longer than one (1) year in duration, for any aspect of Common Area maintenance.

6.10 The limit of \$3,500.00 set forth in Section 6.4(a), and the \$350.00 limit and the \$3,500.00 limit set forth in Section 6.8, shall each be increased on every fifth anniversary date of this Agreement, by 10% of the then-current amount of each such limit.

7. Billing for Expenses.

7.1 Within ninety (90) days following the end of each Maintenance Budget Year, the Maintenance Director shall furnish to each Owner who is obligated to contribute to the Common Area expenses for the Maintenance Budget Year just expired, a statement covering the

actual Common Area expenses for the Maintenance Budget Year, the amount of the Owner's share of Common Area expenses for that Maintenance Budget Year, and the monthly payments made by such Owner during that Maintenance Budget Year for said expenses. The Maintenance Director shall deliver to any Owner copies of such additional documents and records concerning Common Area expenses as are reasonably requested to verify the accuracy and content of the statements therefor. If an Owner's share of the Common Area expenses for the Maintenance Budget Year in question exceeds such Owner's prior payments, the Owner shall pay the Maintenance Director the deficiency within thirty (30) days after receipt of such annual statement. If the Owner's payments for the Maintenance Budget Year exceed the Owner's actual share of Common Area expenses, such Owner, at its election, may either offset the excess against Common Area expenses later to come due to the Maintenance Director or request reimbursement from the Maintenance Director, which reimbursement shall then be provided without delay.

7.2 The Maintenance Director shall not be entitled to reimbursement from any Owner (or its tenants or agents) for any item of Common Area maintenance or insurance expense (including the management charge described in Section 6.8 above) for which a bill is not submitted to said Owner (or its tenants or agents, as it may direct) within one hundred eighty (180) days after the end of the Maintenance Budget Year in which said expense is incurred.

7.3 The proportionate share of the total Common Area expenses authorized under Section 2.1, to be borne by the Owners of Parcels 1 and 2 following the Albertson's Opening (and prior to development of any Parcel in Phase 2) shall be that percentage set forth below:

	Phase 1: Land Area (in Square Feet)	Percent
Parcel 1	40,135	12.81
Parcel 2	273,260	<u>87.19</u>
TOTAL	313,395	100.00

7.4 The Owners of all Parcels (including Phase 2) shall contribute to the cost of insurance under Section 2.2 hereof, from and after the Albertson's Opening. The Owners of Parcels in Phase 2 shall contribute to Common Area maintenance expenses (other than insurance) as follows: If, prior to the ten-year anniversary of this CAMA, an Owner of a Parcel in Phase 2 constructs a building on such Parcel, then on the date on which any person obtains an occupancy permit (whether temporary or permanent) for such building, the above percentages shall be recalculated to include the Parcel on which the building has been built, in accordance with Sections 2.5 and 6.1, Further, no Owner in either Phase shall be required to contribute to

99 106377

maintenance, repair, or landscaping of Allen Drive or of the Detention Areas (shown on Exhibit "A") prior to the tenth anniversary of the date of this CAMA, other than to the extent the work for which contribution is requested constitutes Site Work for which payment from the respective Owner is required in conjunction with the initial development of Allen Drive and the Detention Areas under the Development Agreement.

7.5 On the tenth (10th) anniversary of this CAMA, the following shall be the proportionate share of the total Common Area expenses (including the expense of any work performed to repair and maintain Allen Drive, the public rights-of-way immediately adjacent to the Shopping Center, and the Detention Areas, as approved by the Consenting Owners) to be borne by each Owner for any year, based on the land area within such Owner's Parcel(s):

	Phases 1 and 2: Land Area (in Square Feet)	Percent
Parcel 1	40,135	2.31
Parcel 2	273,260	15.75
Parcel 3	330,471	19.04
Parcel 4	106,605	6.14
Parcel 5	238,398	13.74
Parcel 14	45,200	2.60
Parcel 15	45,200	2.60
Parcel 16	48,768	2.81
Parcel 17	51,020	2.94
Parcel 18	42,940	2.48
Parcel 19	48,618	2.80
Parcel 20	60,407	3.48
Parcel 21	63,950	3.68
Parcel 22	39,215	2.26
Parcel 23	45,734	2.64
Parcel 24	57,500	3.31
Parcel 25	57,363	3.31
Parcel 26	36,622	2.11
Parcel 27	27,372	1.58
Parcel 28	43,788	2.52
Parcel 29	<u>32,908</u>	<u>1.90</u>
TOTAL:	1,735,474	100.00

7.6 The Maintenance Director shall not be entitled to reimbursement from any Owner (or its tenants or agents) for any item of Common Area maintenance or insurance expense (including the ten percent [10%] service charge described in Article 6 above) for which a bill is

not submitted to said Owner (or its tenants or agents, as it may direct) within one hundred eighty (180) days after the end of the Maintenance Budget Year in which said expense is incurred.

7.7 Any Consenting Owner may, upon not less than ten (10) days' prior written notice to the Maintenance Director, inspect the Maintenance Director's records for all Common Area maintenance and insurance expenses incurred during the preceding Maintenance Budget Year at the Maintenance Director's General Offices or at such other location reasonably designated by the Maintenance Director at any time during reasonable business hours within one (1) year after the end of said Maintenance Budget Year. If said inspection reveals an overpayment of Common Area maintenance and insurance expenses (including the ten percent [10%] service charge described in Article 6 above), the Maintenance Director shall reimburse the Owner of each Parcel (or its respective tenants or agents, as it may direct) 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 Common Area maintenance and insurance expenses (including the ten percent [10%] service charge described in Article 6 above but excluding all expenses for which a statement was not timely submitted pursuant to Section 7.1 above), the Owner of each Parcel shall reimburse the Maintenance Director its proportionate share of any such underpayment within thirty (30) days after receipt of proper billing in accordance with Section 7.1. If said inspection reveals that the Maintenance Director misstated Common Area maintenance and insurance expenses by more than five percent (5%), the Maintenance Director shall reimburse the person making such inspection for all costs reasonably incurred in making such inspection within thirty (30) days after receipt of notice of determination, and of the amount, of any such misstatement. The Maintenance Director's expenses for any Maintenance Budget Year shall be deemed correct if a Consenting Owner does not give the Maintenance Director written notice of any such overpayment or underpayment within the one (1) year period provided.

8. Effect of Sale by Owner.

8.1 In the event an Owner sells all or any portion of its interest in its building or Parcel, such Owner shall thereupon be released and discharged from any and all obligations as Owner in connection with the property sold by it arising under this CAMA after the sale and conveyance of title but shall remain liable for all obligations arising under this CAMA prior to the sale and conveyance of title. The new Owner of any such Parcel or any portion thereof (including, without limitation, any Owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all obligations arising under this CAMA with respect to such Parcel or portion thereof after the date of sale and conveyance of title.

9. Default.

9.1 In the event any Owner fails or refuses to pay when due its share of any bill for the Common Area maintenance and insurance expenses described above (including the ten percent [10%] service charge described in Article 6 above), which failure continues for a period of ten (10) days after receipt of written notice thereof, such failure shall constitute a default and legal action may thereafter be instituted against the defaulting Owner by the Maintenance Director or other person paying the maintenance or insurance expenses (including the ten percent [10%] service charge described in Article 6 above) of the defaulting Owner ("**Curing Party**") for reimbursement plus interest from and after the date said bill was due and payable to and including the date said bill is paid at a rate equal to the lesser of (a) the highest rate allowed by law, and (b) the rate two percent (2%) above the reference rate of interest charged from time to time to corporate borrowers of the highest credit standard by Norwest Bank-Denver, Colorado (the lesser rate being hereinafter referred to as the "**Default Rate**"). Furthermore, the Curing Party shall have a lien on the Parcel of the defaulting Owner for the amount of said expenses (including the ten percent [10%] service charge described in Article 6 above) plus accrued interest as set forth above; provided, however, that if there be a bona fide dispute as to the existence of such default or of the amount due and all undisputed amounts are paid, there shall be no right to place a lien on such Owner's Parcel until such dispute is settled by final court decree or mutual agreement.

9.2 In the event an Owner fails to pay when due all taxes and assessments described in Article 4 above, which failure continues for a period of ten (10) days after receipt of written notice thereof, such failure shall constitute a default and any other Owner ("**Curing Owner**") may thereafter pay such taxes if such taxes are delinquent and the owing Owner has not commenced and is not duly prosecuting any contest of such taxes. The Curing Owner shall then bill the defaulting Owner for the expenses incurred. The defaulting Owner shall have fifteen (15) days within which to pay the bill. If the defaulting Owner does not so pay, the Curing Owner shall have a lien on the Parcel of the defaulting Owner for the amount of the bill, which amount shall bear interest at the Default Rate from the date of expiration of said fifteen (15) day period until paid; provided, however, that if there be a bona fide dispute as to the existence of such default or of the amount due and all undisputed amounts are paid, there shall be no right to place a lien on such Owner's Parcel until such dispute is settled by final court decree or mutual agreement.

9.3 In the event any Owner fails to perform any other provision of this CAMA, which failure continues for a period of thirty (30) days after receipt of written notice specifying the particulars of such failure, such failure shall constitute a default and any other Owner may thereafter institute legal action against the defaulting Owner for specific

performance, declaratory or injunctive relief, monetary damages or any other remedy provided by law; provided, however, that the defaulting Owner shall not be deemed to be in default if such failure to perform cannot be rectified within said thirty (30) day period and such Owner is diligently proceeding to rectify the particulars of such failure.

9.4 In the event the Maintenance Director fails to perform any of the provisions of this CAMA, which failure continues for a period of thirty (30) days (ten [10] days in the event of failure to pay money) after receipt of written notice from any Owner specifying the particulars of such failure, such failure shall constitute a default and any Owner may thereafter institute legal action against the Maintenance Director for specific performance, declaratory or injunctive relief, monetary damages or any other remedy provided by law and/or may perform the obligations of the Maintenance Director specified in said notice of default and offset the cost thereof from amounts due the Maintenance Director; provided, however, that the Maintenance Director shall not be deemed to be in default if such failure to perform (excluding the payment of money) cannot be rectified within said thirty (30) day period and the Maintenance Director is diligently proceeding to rectify the particulars of such failure.

9.5 In addition to the foregoing, in the event any person initiates or defends any legal action or proceeding to enforce or interpret this CAMA, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal) as determined by the court in the same or a separate proceeding.

9.6 The failure of a person 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 person 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 same or any other person.

9.7 In addition to the remedies set forth in this CAMA, each person entitled to enforce this CAMA shall have all other remedies provided by law to the same extent as if fully set forth herein word for word. No remedy herein conferred upon, or reserved to any person shall exclude any other remedy herein or by law provided, but each shall be cumulative.

10. Lien for Expenses or Taxes.

10.1 The lien provided for in Article 9 above shall only be effective when filed for record by the Curing Owner or Curing Party as a claim of lien against the defaulting Owner in the office of the recorder of the county in which the Shopping Center is located, signed and verified, which shall contain at least:

- (a) An itemized statement of all amounts due and payable pursuant hereto;

(b) A description sufficient for identification of that portion of the real property of the defaulting Owner which is the subject of the lien;

(c) The name of the Owner or reputed Owner of the property which is the subject of the lien; and

(d) The name and address of the Curing Owner or Curing Party.

10.2 The lien, when so established against the real property described in the lien, shall be prior and superior to any right, title, interest, lien or claim which may be or has been acquired or attached to such real property after the time of filing the lien. The lien shall be for the use and benefit of the person curing the default of the defaulting Owner and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction.

11. Right to Maintain Parcel Separately.

11.1 The Owner of any Parcel may, at any time and from time to time, upon at least sixty (60) days prior written notice to the Maintenance Director and the Consenting Owners, elect to assume the obligations of the Maintenance Director to maintain, repair, replace, and insure (herein, to "**Self-Maintain**") such Owner's portion of the Common Area; provided that an Owner electing to Self-Maintain shall remain obligated to contribute to resurfacing, lighting and other costs which cannot be practicably segregated or allocated between the Parcels (the "**Non-Allocable Costs**"). "Non-Allocable Costs" shall include those costs relating to the maintenance and repair of Allen Drive, the rights-of-way immediately adjacent to the Shopping Center, and the areas labeled "Detention Area" on Exhibit "A," to the same extent the same would be reimbursable hereunder if said Owner had not elected to Self-Maintain. The Non-Allocable Costs shall continue to be proportionately paid for by each Owner electing to Self-Maintain (or its respective tenants or agents, as it may direct) pursuant to the formula in Article 7. In the event of any such assumption by any Owner, such Owner agrees to Self-Maintain its portion of the Common Area at its sole cost and expense and in a manner and at a level of quality at least comparable to that of the balance of the Common Area. An Owner who elects to Self-Maintain shall be liable for its share of Common Area maintenance expenses in accordance with the Budget, to the extent that the same accrue up to the date on which the 60-day notice period for election to Self-Maintain expires. An Owner may also elect to terminate its obligation to Self-Maintain its portion of the Common Area, by giving at least sixty (60) days prior written notice to the Maintenance Director, in which event the Maintenance Director shall resume its duties with respect to said Parcel and the Owner so electing agrees to pay for its pro rata share of all Common Area maintenance and insurance costs (including the ten percent [10%] service charge described in Article 6 above) thereafter incurred by the Maintenance Director in accordance with Article 7. Anything in the preceding sentence to the contrary notwithstanding, the Owner electing to terminate its obligation to Self-Maintain its portion of the Common Area

shall return said Common Area to the Maintenance Director in the same quality and condition as the balance of the Common Area, any failure of which shall be corrected at the sole cost and expense of said Owner.

11.2 Any Owner electing to Self-Maintain pursuant to Section 11.1 above agrees to indemnify, defend and hold harmless the Maintenance Director and the Owners and occupants of all other Parcels from and against any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property occurring on said Owner's Parcel and arising out of the performance or nonperformance of any of the obligations of the Owner of said Parcel set forth in this Article 11, unless caused by the negligent or willful act or omission of the indemnified person, its agents, contractors or employees.

12. Responsibility if No Maintenance Director.

12.1 If there should at any time cease to be a Maintenance Director, each Owner shall be responsible for the maintenance, insurance and lighting of its own Parcel(s) according to the standards herein enumerated. In the event any Owner defaults in the performance of such obligations, any other Owner may cause the performance of the obligations of the defaulting Owner and bill the defaulting Owner for the expenses incurred. In such event, the provisions and remedies of Articles 9 and 10 shall apply.

12.2 In the event there should at any time cease to be a Maintenance Director, each Owner agrees to indemnify, defend and hold harmless the Owners and occupants of all other Parcels from and against any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property occurring on the indemnifying Owner's Parcel(s) and arising out of the performance or nonperformance of any of the obligations of the Owner of said Parcel(s) set forth in Section 12.1, unless caused by the negligent or willful act or omission of the indemnified person, its agents, contractors or employees.

13. General Provisions.

13.1 This CAMA shall inure to the benefit of and be binding upon the Owners, 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.

13.2 The term of this CAMA shall be for sixty-five (65) years from the date hereof; provided, however, that this CAMA shall terminate automatically upon the expiration or earlier termination of the Declaration, and shall also be extended automatically upon, and for the same amount as, any extension of the term of the Declaration.

13.3 Anything in this CAMA to the contrary notwithstanding, no breach of this CAMA shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this CAMA shall be binding upon, and be effective against, any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

13.4 Each term, covenant, condition and agreement contained herein respecting any Parcel shall be a burden on that Parcel, shall be appurtenant to and for the benefit of the other Parcels and each part thereof, and shall run with the land.

13.5 This CAMA may not be modified in any respect whatsoever or terminated, in whole or in part, except with the consent of the Owners of the Parcels containing ninety percent (90%) of the total square footage of Building Area (calculated based upon the maximum allowed Building Area for each Parcel, as shown on Exhibit "A") in the Shopping Center at the time of such modification or termination, and then only by written instrument duly executed and acknowledged by all of the required Owners, duly recorded in the office of the recorder of Hall County, Nebraska. No modification or termination of this CAMA shall affect the rights of any Lienholder as to whom the Consenting Owners have been given written notice (including name and address), unless the Lienholder consents in writing to the modification or termination.

13.6 (a) Whenever the consent or approval of any Owner is required, such consent or approval shall be exercised only in the following manner. Each Parcel shall have only one (1) vote. The Owners (if consisting of more than one [1] person) of each Parcel shall agree among themselves and designate in writing to the Owners of each of the other Parcels a single person who is entitled to cast the vote for that Parcel. If the Owners of any such Parcel cannot agree who shall be entitled to cast the single vote of that Parcel, or if the Owners fail to designate the single person who is entitled to cast the vote for that Parcel within thirty (30) days after receipt of request for same from any Owner, then that Parcel shall not be entitled to vote. In the event a Parcel is not entitled to vote, its consent or approval shall not be necessary, and the total square footage of allowed Building Area (being the maximum Building Area shown for such Parcel on Exhibit "A") located on said Parcel shall be disregarded for the purpose of computing the percentage requirement set forth in Section 13.5.

(b) Whenever consent is required to be obtained from the Consenting Owners hereunder, the consent needed shall be that of the Consenting Owners for the Phase of the Shopping Center in which the Parcel, building, Building Area, or Common Area in question is located. The Budget approval(s) required hereunder to be obtained from the Consenting Owners shall mean approval(s) from the Consenting Owners of the Phase or Phases responsible hereunder to contribute to the cost of such work, unless the Consenting Owners agree in writing to maintain the Common Areas of the Phases pursuant to separate Budgets (which shall not,

however, relieve any party from the provisions of Article 2 [Maintenance Standards] hereof or from the obligation to contribute to Non-Allocable Costs as required hereunder).

13.7 All notices given pursuant to this CAMA shall be in writing and shall be given by personal delivery, telefacsimile transmission, United States mail, or United States express mail or other established express delivery service (such as DHL, Airborne, or Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the person and address designated below or, in the absence of such designation, to the person and address shown on the then current real property tax rolls in the county in which the Shopping Center is located. All notices to Allen or Albertson's shall be sent to the person and address set forth below:

Albertson's: Albertson's, Inc.
250 Parkcenter Boulevard
P.O. Box 20
Boise, ID 83726
Fax No.: 208/395-6575
Attention: Legal Department

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

Concurrent copy to: John Q. Bachman, Esq.
Gaines, Mullen, Pansing & Hogan
10050 Regency Circle, Suite 200
Omaha, NE 68114
Fax No.: 402/397-4853

and to: The Lerner Company
10855 West Dodge Road
Omaha, NE 68154
Attention: Salvadore Carta
Fax No.: 402/330-3109

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 parties. Any party giving notice hereunder by telefacsimile transmission shall also immediately send a hard copy of said notice to the party to whom the notice is directed, by regular mail, with a notation thereon to the effect that it was previously telecopied. All notices given pursuant to this CAMA shall be deemed given upon receipt.

For the purpose of this CAMA, the term "**receipt**" shall mean the earlier of any of the following: (a) the date of delivery of the notice or other document to the address specified pursuant to this section 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 this section, (c) in the case of a telefacsimile transmission, the date and time of receipt as shown on the confirmation of the

telexfacsimile 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, (iii) the date of receipt of notice of refusal or notice of nondelivery by the sending party..

14 Severability.

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

15. Not a Partnership; No Third-Party Beneficiary Rights.

15.1 The provisions of this CAMA 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.

15.2 Nothing in this CAMA shall be construed to create a right or claim in any third party who is not a party hereto. Nothing herein shall create an obligation by any Owner, to the City of Grand Island or to any other person, for any Owner to maintain Allen Drive, the rights-of-way adjacent to the Shopping Center, or the Detention Areas shown on Exhibit "A."

16. Captions and Headings.

16.1 The captions and headings in this CAMA 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.

17. Entire Agreement.

17.1 This CAMA 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 CAMA shall be construed as a whole and not strictly for or against any party.

18. Construction.

18.1 In construing the provisions of this CAMA 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. Joint and Several Obligations.

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

20. Recordation.

20.1 This CAMA shall be recorded in the office of the recorder of Hall County, Nebraska.

EXECUTED as of the day and year first above written.

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

ALBERTSON'S:
Albertson's, Inc.,
a Delaware corporation

By: [Signature]
Name: Robert M. Allen
Its: General Partner

By: [Signature]
C. Lee Mumford
Vice President, Real Estate Law

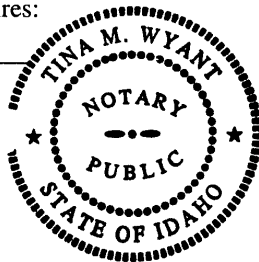
Exhibit "A" - Site Plan of the Shopping Center
Schedule I - Legal Descriptions, Parcels 1 through 5, 14 through 29.

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



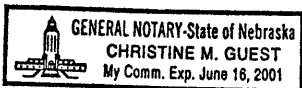
[Signature]
Notary Public in and for the _____
State of Idaho
Residing at Boise, Idaho

STATE OF NEBRASKA)
) ss.
County of ADAMS)

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



[Signature]
Notary Public in and for the
State of NEBRASKA
Residing at JUNIATA, NEBRASKA

99 106377

W E B B R O A D

TENTION AREA

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

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

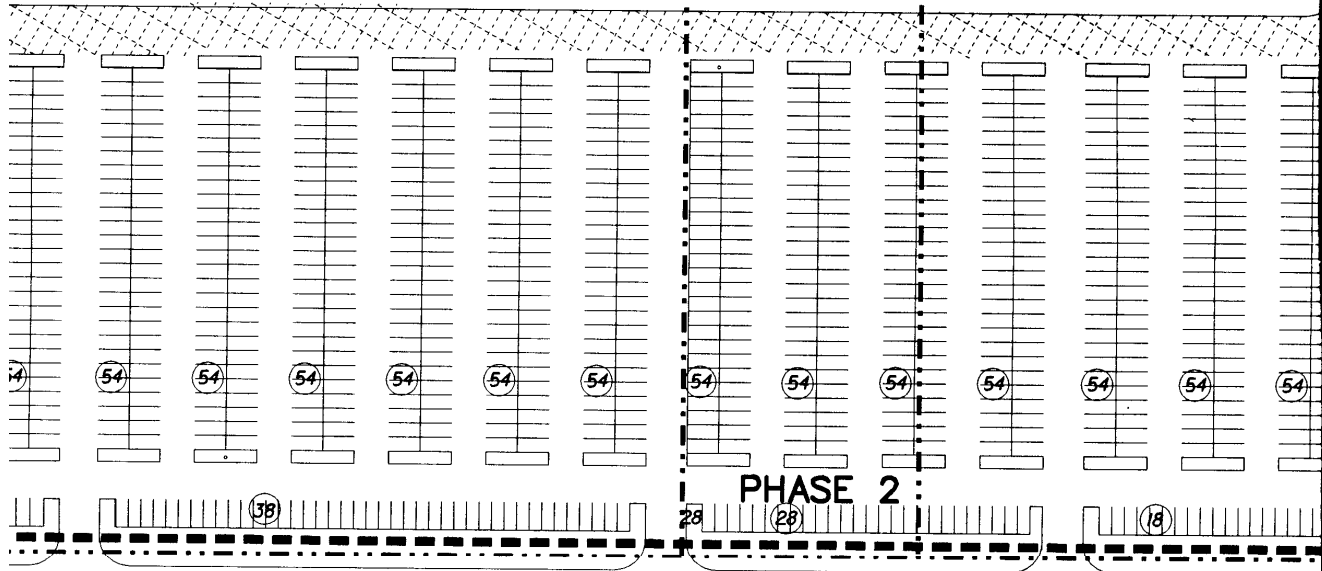
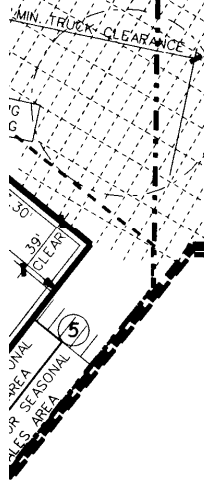
PARCEL 29
7,500 S.F.
(SELF-PARK)

PHASE 2

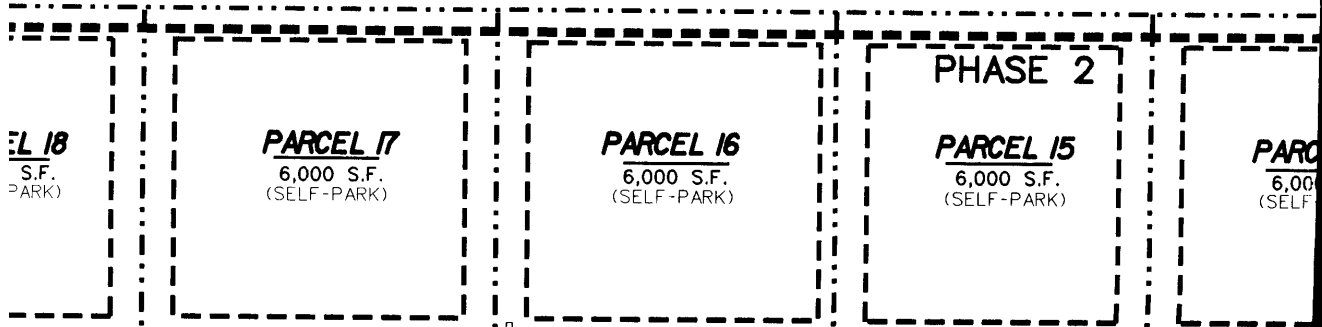
PARCEL 3
100,000 S.F.

PARCEL 4
27,000 S.F.

PARCEL 5
65,000 S.F.



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)

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

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

99 106377

CENTER
PYLON SIGN "E"

PARCEL 7

PARCEL 8

NOT
-A-
PART

60' DRAINAGE EASEMENT

NOT
-A-
PART

DETENTION AREA

PHASE 2

PHASE 3

PARCEL 9

PARCEL 10

60' DRAINAGE ESMT.

PARCEL 6

30

PHASE 1

EL 14
S.F.
PARK

PHASE 2

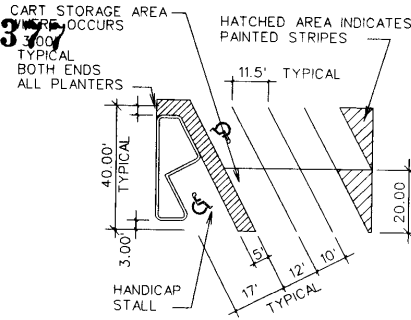
PHASE 3

PARCEL 13

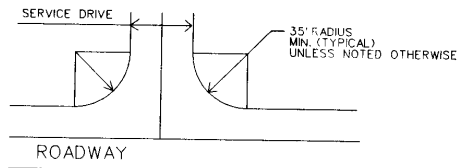
PARCEL 12

PARCEL 11

99 106377



(A) PARKING DETAIL
1"=50'-0"



(B) CURB CUT DETAIL
1"=100'-0"

GENERAL NOTES

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

BY CITY REVIEW

BUILDING SETBACK REQUIREMENTS:

30' BUFFER SETBACK YARD ALONG
WEBB ROAD AND US HWY 281

LANDSCAPE REQUIREMENTS:

BY CITY REVIEW

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	----

REVISIONS

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



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

PROJECT

SEC

PHASE 1

F A I D L E

PARCEL II

EL 12








99 106377

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

LEGEND

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



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



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

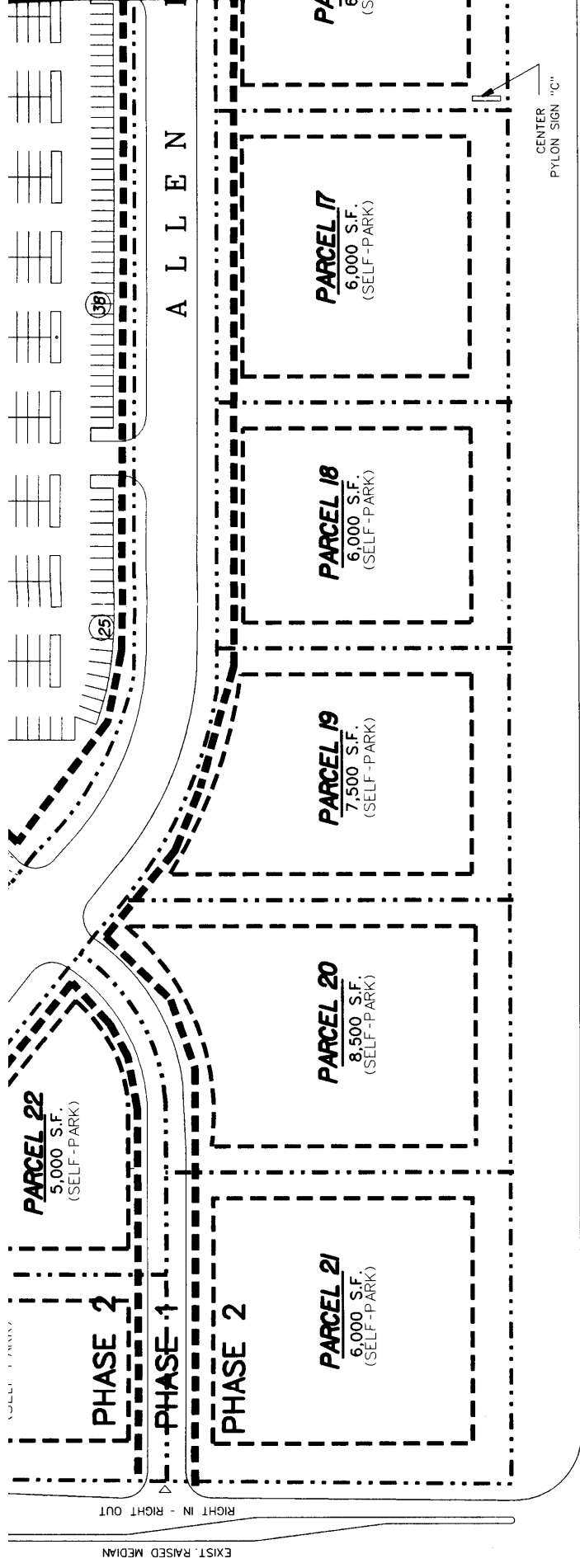
STORE NO.
896

DRAWN CSD
 CHECKED RC
 DATE 10-29-97

SHEET TITLE
 EXHIBIT 'A'
 SITE PLAN

SHEET
1
 896grand.dgn

CONESTOGA



EXISTING TRAFFIC SIGNAL

U. S. HIGHWAY

99 106377

99 106377

D R I V E

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

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

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

PHASE 1
PHASE 2

PARCEL 13

PARCEL 12

PARCEL 11

Y 2 8 1

99 106377

99 106372

EXHIBIT 'A' SITE P

TOTAL GROSS BUILDING AREA	359,467
TOTAL CARPARKS REQUIRED	287 (1)
TOTAL CARPARKS PROVIDED	287 *
TOTAL SITE AREA (+/-)	1,736,288
	(DOES)

* ALBERTSONS PARCEL ONLY

**SCHEDULE I
TO COMMON AREA MAINTENANCE AGREEMENT**

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