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BOOK 874 PAGE 121
Exhibit "G"

ORIGINAL

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT ("Agreement") is made and entered into on this 29th day of FEBRUARY, 1988 by and between David L. Underwood and Timothy J. Wurth ("Underwood/Wurth") and William R. Jensen ("Jensen").

WHEREAS, Underwood/Wurth are the owners of the real property more particularly described on Exhibit "A" attached hereto and incorporated herein by reference ("Underwood/Wurth Property");

WHEREAS, Jensen is the owner of the real property more particularly described on Exhibit "B" attached hereto and incorporated herein by reference ("Jensen Property");

WHEREAS, Underwood/Wurth propose to construct a strip shopping center on the Underwood/Wurth Property and Jensen proposes to construct a building on the Jensen Property;

WHEREAS, the strip shopping center and building will be joined together by a common wall and will be perceived by the general public as an integrated operation;

WHEREAS, the strip shopping center and the building shall hereinafter be referred to as the "Shopping Center".

WHEREAS, due to such public perception, it is necessary to insure that the Shopping Center will be maintained in accordance with the established shopping and business center practices in order to maintain and present, at all times the appearance of a clean, well-managed, attractive, coordinated and unified operation;

WHEREAS, Underwood/Wurth and Jensen desire to enter into a formal agreement to govern the maintenance of said Shopping Center.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

1. Management Authority. Underwood/Wurth shall be given complete control over the areas of the Shopping Center constituting the Common Areas (hereinafter defined) and Jensen consents to Underwood/Wurth maintenance, repair, management and operation of the Common Areas located on the Jensen Property. Maintenance of the Common Areas shall include keeping the same reasonably clean

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and free of debris, trash, snow and ice and maintaining in good condition the surface of the parking areas and repainting, striping markers and directional signs as necessary. Additionally, all landscaped areas may at the discretion of Underwood/Wurth be serviced by a sprinkler system. Underwood/Wurth agree to cause to be operated and maintained all Common Areas within the Shopping Center. The manner in which such areas and facilities shall be operated and maintained, and the expenditures therefor, shall be at the reasonable discretion of Underwood/Wurth.

2. Common Areas. For purposes of this Agreement the term Common Areas shall include but not be limited to driveways (including exits and entrances, curbs and curb cuts), truck and delivery passages, access and egress roads, sidewalks and walkways, mall area, landscaped areas, utilities and parking areas servicing the Shopping Center.
3. Insurance. Jensen does hereby consent to the procurement by Underwood/Wurth for the benefit of both Underwood/Wurth and Jensen, as their interests may appear, of a comprehensive general liability insurance policy covering the Shopping Center and its Common Areas. Such insurance shall afford protection to all other parties as named insureds under said policy to the limits of not less than One Million Dollars for death of, or bodily injury to, or personal injury to, more than one person, in or resulting from one occurrence. Jensen shall be required to secure and continuously maintain property damage insurance to the limit of not less than 90% of the replacement cost of the Shopping Center located on the Jensen Property. Jensen shall be required to promptly provide proof of insurance to Underwood/Wurth upon receipt of written request therefor. Said insurance shall contain a provision that it won't be canceled without thirty (30) days prior written notice to Underwood/Wurth.
4. Sharing of Expenses. Jensen agrees to pay Underwood/Wurth in the manner hereinafter provided, but not more often than once each calendar month, Jensen's proportionate share of all costs and expenses of every kind and nature paid or incurred by Underwood/Wurth in the operation, maintenance, repair and management of

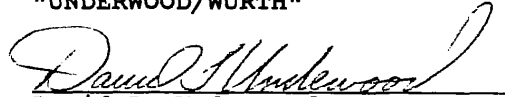
the Common Areas (common area maintenance charges, "CAM Charges"). Such costs and expenses shall include but not be limited to, the cost of illumination and maintenance of common area signs, whether located on or off the Shopping Center area; electricity; snow removal; maintenance and operation of any temporary or permanent utility; cleaning, lighting, striping, and landscaping; curbs, gutters, sidewalks, drainage; premiums for comprehensive general liability insurance and property insurance to the extent paid for. Underwood/Wurth shall obtain competitive bidding from at least three bidders on an annual basis for all services associated with the CAM charges. Jensen, upon thirty (30) days prior written notice, shall have the right to review all bids received by Underwood/Wurth. The proportionate share to be paid by Jensen shall be that portion of the foregoing costs and expenses which the number of square feet of Shopping Center located on the Jensen Property bears to the total number of square feet of the Shopping Center as a whole. Jensen shall pay its proportionate share of such costs and expenses as estimated and billed therefor by Underwood/Wurth, in advance, from time to time, but not more than monthly. Jensen shall have a period of thirty (30) days from receipt of said monthly bill to tender payment in full to Underwood/Wurth. In the event Jensen fails or refuses to honor the monthly bill within the time specified, Underwood/Wurth shall have the following remedies:

- (a) Such failure or refusal shall constitute a lien against the Jensen Property, which lien shall be subject to the provisions of the Nebraska Construction Lien Act;
 - (b) Such failure or refusal shall constitute a lien against the Jensen Property, which lien shall be subject to foreclosure under the Nebraska Mortgage Foreclosure Statutes;
 - (c) Underwood/Wurth shall be entitled to seek any other remedy it may have in law or in equity.
5. Recording. The parties agree that they will cause this Agreement to be duly recorded as a matter of record in Douglas County, Nebraska.

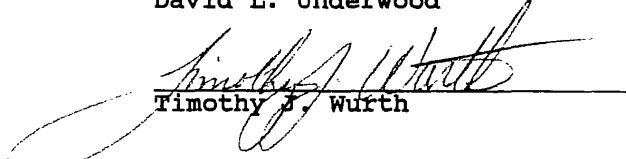
6. Covenants Running with the Land. This Agreement shall be construed as a covenant running with the land, be binding upon, inuring to the benefit of, and enforceable by the parties, and all heirs, successors, assigns and subsequent owners of the respective sites or any part thereof.
7. Non-Partners. Nothing contained in this Agreement shall be construed to make any of the parties with any other party hereto partners, joint venturers or to render any of the parties liable for the debts or obligations of any other party hereto.
8. Governing Law, Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. If any provision of this Agreement, or the application thereof to any party or circumstance, shall to an extent be invalid or unenforceable, with the remained of this agreement and the application of such provisions to any other party or circumstance shall not be affected thereby, each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

"UNDERWOOD/WURTH"

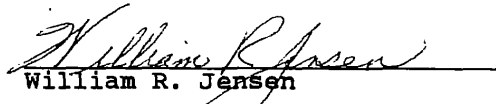


David L. Underwood



Timothy J. Wurth

"JENSEN"



William R. Jensen

A TRACT OF LAND LOCATED IN THE SW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 17, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBR AND ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHWEST CORNER OF SAID SECTION 17: THENCE N89°31'35"E A DISTANCE OF 655.49 FT ALONG THE SOUTH LINE OF SAID SECTION AND N0°03'35"E ALONG THE PROPERTY LINE OF THE GRANTOR EXTENDED A DISTANCE OF 579.84 FT TO THE INTERSECTION OF THIS LINE WITH THE NORTH LINE OF WEBSTER STREET AND THE POINT OF BEGINNING: THENCE IN A CURVE TO THE LEFT OF RADIUS 257.58 FT - CHORD BEARING - N61°07'55"W - CHORD DISTANCE 248.24 FT - ARC LENGTH 259.02 FT: THENCE N88°58'25"W ALONG THE NORTH LINE OF WEBSTER ST A DISTANCE OF 385.07 FT TO THE SOUTHWEST CORNER OF PROPERTY TO BE CONVEYED, WHICH CORNER LIES 53.0 FT EAST OF THE WEST LINE OF SECTION 17: THENCE N11°15'35" A DIST. OF 268.09 FT: THENCE N06°53'41.4"E A DISTANCE OF 125.02 FT TO THE SOUTH PROPERTY LINE OF BURT STREET: THENCE S EASTERLY IN A CURVE TO THE RIGHT OF RADIUS 235.44 FT - CHORD BEARING S73°44'54"E - CHORD DISTANCE 96.67 FT ARC DISTANCE 97.36 FT TO P.T. CURVE NO. 3 PER BOOK 584/57: THENCE S61°46'01"E ALONG THE SOUTH LINE OF BURT ST A DISTANCE OF 362.20 TO P.C. OF CURVE NO. 1: THENCE IN A CURVE TO THE LEFT OF RADIUS 289.63 FT - CHORD BEARING S74°15'10.5"E - CH. DISTANCE 125.25 - ARC DISTANCE 126.24 FT. TO P.T. OF CURVE NO. 1: THENCE S86°44'20"E ALONG A LINE WHICH IS THE EXTENSION OF THE SOUTH PROPERTY LINE OF BURT STREET TO THE EAST FOR A DISTANCE OF 2.80 FT TO A PT., SAID PT. ALSO BEING THE NORTHWEST CORNER OF LOT 5, RICHLAND PARK ADDITION: THENCE S0°03'35"W ALONG THE WEST PROPERTY LINE OF SAID LOT 5 A DISTANCE OF 281.20 FT TO THE PT. OF BEGINNING AND CONTAINING 177.189 SQ FT MORE OR LESS WHICH IS 4.07 ACRES MORE OR LESS SUBJECT TO A STORM EASEMENT OVER THE EASTERLY 10 FEET THEREOF, ALSO SUBJECT TO AN EASEMENT OVER THE FOLLOWING TRACT: REFERRING TO THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTION: THENCE EASTERLY A DISTANCE OF 655.49 FEET ALONG THE SOUTH LINE OF SAID QUARTER QUARTER SECTION: THENCE NORTHERLY DEFLECTING 089 DEGREES, 28 MINUTES LEFT, A DISTANCE OF 579.84 FEET ALONG THE PROPERTY LINE OF THE GRANTOR(S) TO THE POINT OF BEGINNING: THENCE NORTHERLY DEFLECTING 000 DEGREES, 00 MINUTES A DISTANCE OF 76.89 FEET ALONG THE PROPERTY LINE OF THE GRANTOR(S): THENCE NORTHWESTERLY DEFLECTING 052 DEGREES, 08 MINUTES LEFT, A DISTANCE OF 91.95 FEET: THENCE WESTERLY DEFLECTING 035 DEGREES, 22 MINUTES LEFT, A DISTANCE OF 524.48 FEET: THENCE SOUTHERLY DEFLECTING 081 DEGREES, 18 MINUTES LEFT, A DISTANCE OF 30.58 FEET; THENCE EASTERLY DEFLECTING 100 DEGREES, 14 MINUTES LEFT, A DISTANCE OF 385.07 FEET; THENCE EASTERLY ON A 257.58 FOOT RADIUS CURVE TO THE RIGHT, DEFLECTION TO THE INITIAL TANGENT BEING 000 DEGREES, 58 MINUTES LEFT, A DISTANCE OF 259.00 FEET, SUBTENDING A CENTRAL ANGLE OF 057 DEGREES, 37 MINUTES TO THE POINT OF BEGINNING;

EXHIBIT A

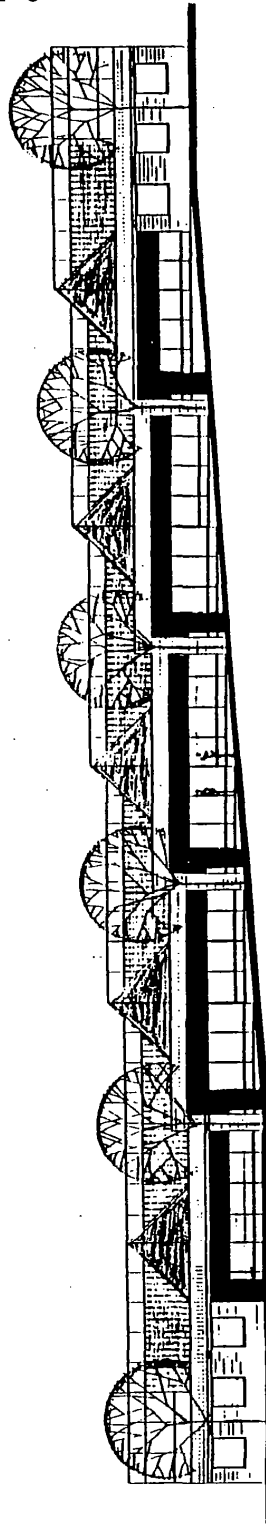
Exhibit "A" is attached hereto to show the entire parcel prior to the purchase by Jensen. Exhibit "B" contains the legal for Jensen. The Underwood/Wurth property therefore is described by Exhibit "A" - less Exhibit "B" property.

EXHIBIT B

LEGAL DESCRIPTION

GOODYEAR SITE 120TH & WEBSTER

A TRACT OF LAND, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 17-15-12, THENCE THENCE N 00°03'12" E ALONG THE WEST LINE OF SAID SECTION 17, 711.43 FEET; THENCE S 89°56'48" E, 52.89 FEET TO THE POINT OF BEGINNING, BEING THE INTERSECTION OF THE EAST R.O.W. OF 120th STREET AND THE NORTH R.O.W. OF WEBSTER STREET; THENCE N 11°11'45" E, ALONG SAID EAST R.O.W. OF 120th STREET 104.00 FEET; THENCE S 78°48'15" E, 200.67 FEET; THENCE S 11°11'45" W, 75.13 FEET TO A POINT ON THE NORTH R.O.W. OF WEBSTER STREET; THENCE N 89°00'41" W ALONG SAID NORTH R.O.W., 181.53 FEET TO THE POINT OF BEGINNING AND CONTAINING 16,497.32 SQUARE FEET.



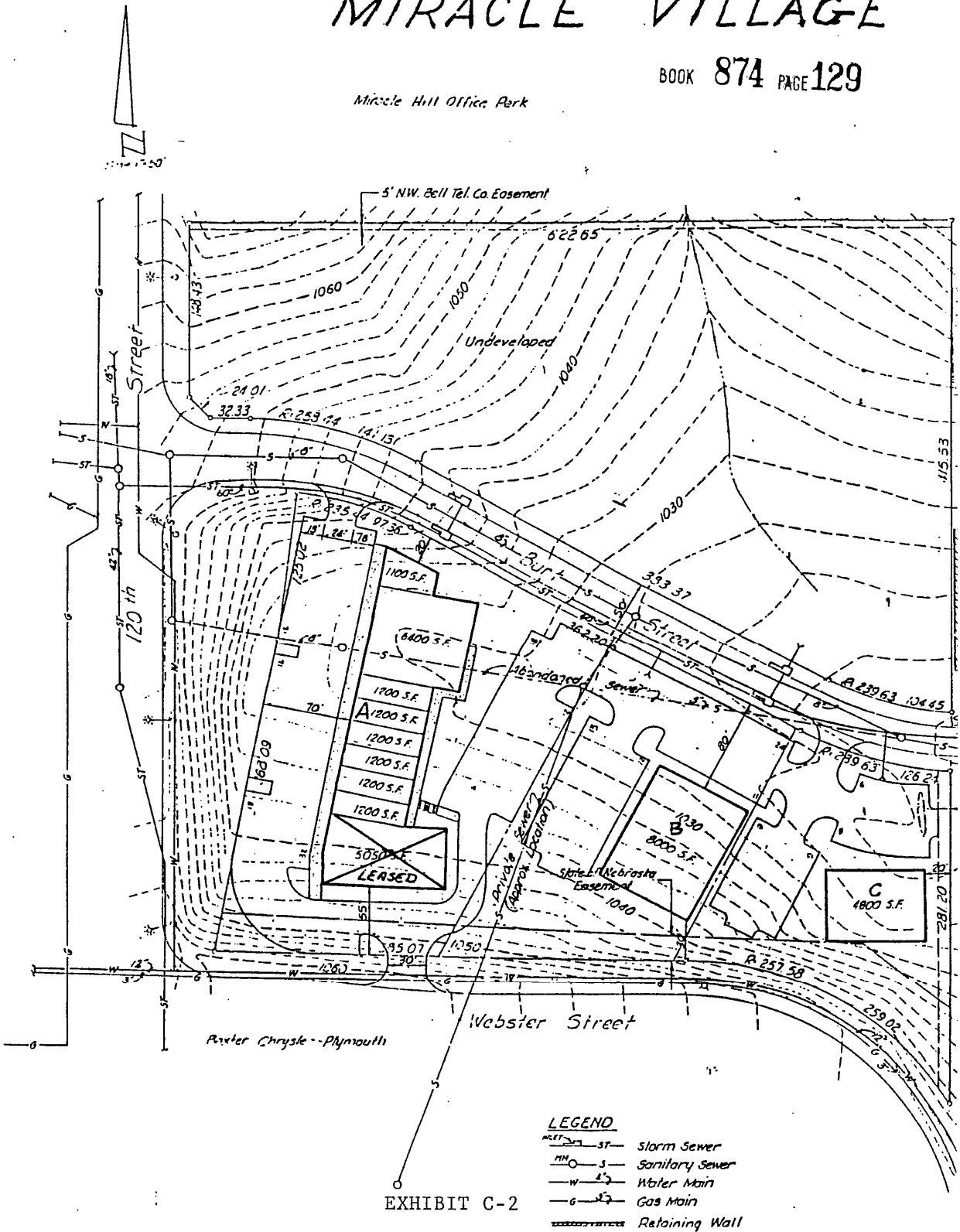
Typical Elevation


PROCHASKA & ASSOCIATES
PLANNING ARCHITECTURE INTERIORS

MIRACLE VILLAGE

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Miracle Hill Office Park



LEGEND

- Storm Sewer
- Sanitary Sewer
- Water Main
- Gas Main
- Retaining Wall

EXHIBIT C-2