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97-008316

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Bellevue, NE

Shawn J. Dowling
REGISTER OF DEEDS

DECLARATION OF RESTRICTIONS - ADJACENT PROPERTY

THIS DECLARATION OF RESTRICTIONS - ADJACENT PROPERTY ("Adjacent Property Declaration") is made as of the 1st day of May, 1997, by and between Twin Creek L.P., a Nebraska limited partnership ("Twin Creek"), John R. Thompson and Mary A. Thompson, husband and wife, (herein collectively "Thompson"), and Albertson's, Inc., a Delaware corporation ("Albertson's").

RECITALS:

A. Twin Creek is the record holder of fee simple title (subject to covenants, easements and restrictions of record) to that certain real property located near the northwest corner of the intersection of Highway 370 and 36th Street in the City of Bellevue, County of Sarpy, State of Nebraska, more particularly described in Schedule II attached hereto and incorporated herein by this reference and shown as Lots 1-16 and 24 of Twincreek Plaza and Outlots 1-3 of Twincreek Plaza on Exhibit "A" (the "Twin Creek Property") and is the record holder of fee simple title (subject to covenants, easements and restrictions of record) to Parcels 1, 3, 4 and 5 of the Shopping Center (as hereinafter defined). Thompson has an ownership interest in Twin Creek and is the record holder of fee simple title (subject to covenants, easements and restrictions of record) to Summit Lot 3 (as hereinafter defined). The Twin Creek Property and Summit Lot 3 are collectively referred to herein as the "Subject Property").

B. Twin Creek and Albertson's have entered into certain agreements for the development of that certain real property located at the northwest corner of the intersection of Highway 370 and 36th Street in the City of Bellevue, County of Sarpy, State of Nebraska, more particularly described in Schedule I attached hereto and incorporated herein by this reference ("Shopping Center") and shown as Parcel 1, 2, 3, 4, 5 and 6 on Exhibit "A" attached hereto. Pursuant to said agreements, Albertson's has agreed to purchase Parcel 2 of the Shopping Center (the "Albertson's Property"), but only upon the condition that the parties hereto enter into this Declaration.

008316

SJS

AGREEMENTS:

97-08316A

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Twin Creek and Albertson's agree as follows:

1. **Food and Drug Restrictions:** As a material inducement to Albertson's agreement to purchase the Albertson's Property, Twin Creek hereby covenants and agrees that, for the term of this Adjacent Property Declaration, no part of the Subject Property shall be used as a supermarket (which shall be defined as any store or department containing at least 5,000 square feet of floor area, including aisle space and storage, primarily devoted to the retail sale of food for off-premises consumption), provided however that the foregoing restriction shall not be construed to prohibit a restaurant or sandwich shop selling prepared food for off-premises consumption via delivery or take-out, including but not limited to those restaurants currently operating under the tradenames "Dominos Pizza," "Pizza Hut Express," "Valentinos," "Imperial Palace," "Burger King," "McDonalds" or similar restaurants; no part of Lots 1 through 9 and 24 of the Subject Property or Summit Lot 3 shall be used as a bakery or delicatessen (provided however, this restriction shall not be construed to prohibit a restaurant or a sandwich shop, including but not limited to the full business operations of those restaurants currently operating under the tradenames "Garden Cafe," "Village Inn," "Perkins," "Marie Callender's," "Courtyard Cafe," "Blimpie's," "Little Kings," "Subway" and similar restaurants or sandwich shops); for the sale of fresh or frozen meat, fish, poultry or produce for off-premises consumption; no part of Lots 4 and 5 of the Subject Property shall be used for the sale of alcoholic beverages for off-premises consumption, provided, however, the foregoing alcoholic beverages restriction shall not apply to a combination drug/general merchandise store such as those operating under the tradenames "Osco," or "Walgreens" so long as such general merchandise or department store otherwise complies with the requirements of this Declaration. One (1) business for the sale or offer for sale of any ethical pharmaceutical products requiring the services of a registered pharmacist may be located on either (i) Parcel 4, (ii) Parcel 5 or (iii) on Lots 1 through 16 or 24 of the Subject Property or Summit Lot 3.

2. **Other Restricted Uses:** No part of Lots 1 through 9 or 24 of the Subject Property or Summit Lot 3 shall be used as a bar (except as part of a restaurant use), tavern (except as part

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of a restaurant use), cocktail lounge (except as part of a restaurant use), warehouse, massage parlor, adult book or adult video store, car wash; for the renting, leasing or selling of or displaying for the purpose of renting, leasing or selling of any boat, motor vehicle or trailer or for industrial purposes. Except as otherwise set forth below with respect to an automotive minor maintenance facility, no part of Lots 4-9 and 24 or Summit Lot 3 shall be used for an automotive maintenance or repair facility. No part of Lot 4 or Lot 5 shall be used as an entertainment or recreational facility or training or educational facility. For the purpose of this Declaration, the phrase "entertainment or recreational facility" shall include, without limitation, a theater, bowling alley, skating rink, gym, health spa or studio, dance hall, billiard or pool hall, massage parlor, game parlor or video arcade (which shall be defined as any store containing more than four [4] electronic games). The phrase "training or educational facility" shall include, without limitation, a beauty school, barber college, reading room, place of instruction or any other operation catering primarily to students or trainees as opposed to customers

Notwithstanding the foregoing restrictions or any other provision of this Declaration to the contrary, one (1) automotive minor maintenance facility (hereinafter referred to as "CMF") may be located on Lots 4 and 5, provided that: (i) all servicing of vehicles shall be done inside the building utilized for the operation of the CMF; (ii) the Owner of the Lot shall obtain the prior written approval of the Owner of the Albertson's Property for the location of the bays and roll-up doors; (iii) all vehicles left for repair or awaiting pick-up shall be parked on said Lot behind the building utilized for the operation of the CMF and must not be left for more than twenty-four hours; (iv) all inventory and equipment shall be stored, displayed and used inside the CMF building; (v) the design, maintenance and operation of the CMF shall conform to all applicable laws, rules and regulations and to the standards set forth in this Declaration; (vi) no disabled vehicles shall be parked anywhere in the Shopping Center or Subject Property incident to the operation of the CMF; and (vii) the Owner of the Lot on which such CMF is located complies with the parking ratio hereinafter set forth.

The Owners of Lots 4 and 5 shall each construct and maintain on their respective Lot adequate parking facilities for the use of their respective tenants, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers,

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licensees and invitees of such tenants, which shall include parking sufficient to provide 5 parking stalls per 1,000 square feet of floor area on each Lot.

3. **Definitions:** Capitalized terms herein not otherwise defined shall have the respective meanings set forth below:

(a) **"Albertson's":** Albertson's, Inc., a Delaware corporation, together with any corporation succeeding thereto by consolidation, merger or acquisition of its assets substantially as an entirety, and any wholly owned subsidiary thereof, and whose current address is 250 Parkcenter Boulevard, P.O. Box 20, Boise, Idaho 83726.

(b) **"Building Area":** All those areas on each Lot shown as Building Area on Exhibit "A" attached hereto and incorporated herein by this reference, together with those portions of the Expansion Area which are from time to time covered by a building or other commercial structure.

(c) **"Common Area":** All those areas on each Lot which are not Building Area together with those portions of the Building Area on each Lot which are not from time to time actually covered by a building or other commercial structure or which cannot under the terms of this Declaration be used for buildings. Canopies which extend over the Common Area, together with any columns or posts supporting same, shall be deemed to be a part of the building to which they are attached and not a part of the Common Area.

(d) **"floor area":** The total number of square feet of floor space in a building whether or not actually occupied including basement, subterranean, balcony and mezzanine space. Floor area shall be measured from the exterior line of the exterior walls and from the center line of any party or common interior walls without deduction for columns, walls or other structural or nonstructural components.

(e) **"Lienholder":** Any mortgagee under a mortgage or a trustee or beneficiary under a deed of trust constituting a lien on any Lot.

(f) **"Lot":** Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, or 24 of Twincreek Plaza or Summit Lot 3 as shown on Exhibit "A" and more particularly described in Schedule II attached hereto and incorporated herein by this reference.

(g) **"Owner":** The record holder of fee simple title to a Lot or Parcel, its heirs, personal representatives, successors and assigns.

(h) **"Parcel":** Parcel 1, 2, 3, 4, 5 or 6 as shown on Exhibit "A" and more particularly described in Schedule I attached hereto and incorporated herein by this reference

(i) **"person":** Individuals, partnerships, firms, associations, corporations, trusts, governmental agencies, administrative tribunals or any other form of business or legal entity.

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(j) **"Prime Lessee"**: An Owner of a Lot who sells said Lot (whether or not such sale includes buildings and/or Common Area improvements located thereon) to an unaffiliated third party and thereafter enters into a lease (including a ground lease or building lease) for said Lot with such third party or its lessee or sublessee. Prime Lessee includes the successors and assigns of said Prime Lessee but does not include the sublessees, licensees or concessionaires of said Prime Lessee.

(k) **"Restrictions"**: The easements, covenants, restrictions, liens and encumbrances contained in this Declaration.

(l) **"Twin Creek"**: Twin Creek L.P., a Nebraska limited partnership whose address is: Twin Creek L.P., c/o Dennis Raynor, 101 W. Mission Ave., Bellevue, NE 68005.

(m) **"Shopping Center"**: Parcels 1, 2, 3, 4, 5 and 6 collectively.

(n) **"Subject Property"**: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 24 and Summit Lot 3 collectively.

(o) **"Summit Lot 3"**: Lot 3 of Summit Plaza according to the official plat thereof filed in the official records of Sarpy County, Nebraska.

4. **Easements:**

(a) **Sign Easements:** Twin Creek, as grantor, hereby grants to the Owners of Parcels 1, 2, 3, 4, and 5, for the benefit of the Shopping Center, as grantees, easements under, through and across Lot 5 and Lot 6 in the locations shown on Exhibit "A" as "sign easements", for the installation, operation, maintenance, repair and replacement of the free-standing signs referred to in Section 4.3 of that certain Declaration of Restrictions and Grant of Easements of even date herewith entered into by Albertson's and Twin Creek pertaining to the Shopping Center (the "Shopping Center Declaration") and a non-exclusive easement across the easterly ten (10) feet of Lot 6 and the southerly ten (10) feet of Lot 5 for all utility lines and facilities necessary and desirable for said signs, which utility lines and facilities shall be placed underground. The grantees shall bear all costs related to the installation, maintenance, repair and replacement of its free-standing sign and appurtenant facilities, shall repair to the original specifications any damage to the Common Area resulting from such use and shall provide as-built plans for all such facilities to the Owners of all Lots upon which such facilities are located within thirty (30) days after the date of completion of construction of same. At any time and from time to time the

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Owner of a Lot shall have the right to relocate on its Lot any utility line or facility installed pursuant to the foregoing grant of easement which is then located on the land of such Owner, provided that any such relocation (i) shall be performed only after sixty (60) days' notice of the Owner's intention to undertake the relocation shall have been given to the Owner of each Parcel served by the utility line or facility, (ii) shall not unreasonably interfere with or diminish utility service to the Parcels served by the utility line or facility, (iii) shall not reduce or unreasonably impair the usefulness or function of the utility line or facility, (iv) shall be performed without cost or expense to the Owner or occupant of any other Parcel, and (v) shall provide for the original and relocated area to be restored to the original specifications. The Owner performing such relocation shall provide as-built plans for all such relocated utility lines and facilities to the Owners of all Parcels served by such utility lines and facilities within thirty (30) days after the date of completion of such relocation.

(b) **Cross Access Easements:** The Owners of Parcels 1 and 3, as grantors, hereby grant to the Owners of Lots 4 and 5, their respective tenants, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants, for the benefit of Lots 4 and 5, as grantees, a nonexclusive easement for ingress and egress by vehicular and pedestrian traffic and vehicular parking upon, over and across that portion of the Common Area located on the grantor's Parcel(s) except for those areas devoted to Service Facilities or driveup or drive through customer service facilities, if any.

5. **Building Area Restrictions:** No building or other structure shall be constructed by the Owner or occupant of Lot 5 on the southerly thirty (30) feet of Lot 5 as shown on Exhibit "A"; provided however, construction and the installation of the pylon sign labeled "Center Pylon Sign No. 2" shown on Lot 5 on Exhibit "A" hereto shall be permitted. In order to provide an unobstructed, 300 ft. wide view corridor for the building located on the Albertson's Property, Twin Creek hereby covenants and agrees that no building or other structure shall be constructed on Lot 7 and further agrees that the buildings to be constructed on Lot 6 and Lot 8 shall be placed at least three hundred (300) feet apart and hereby grants to Albertson's, for the benefit of the Albertson's Property, a permanent easement for visual rights on and across the area shown on Exhibit "A" as "View Corridor". No buildings on Lot 6 or Lot 8 shall exceed twenty (20) feet in

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height (including mechanical fixtures and equipment and screening for same). Lot 7 and the view corridor may be used for parking, signage, landscaping and related uses. The Owner of Parcel 2 shall have the sole right to modify or terminate the restrictions and easements set forth in this paragraph 5.

6. **Common Area Maintenance:** The Owner of any portion of the Subject Property shall maintain, at its expense, the Common Area on its portion of the Subject Property, at all times in a safe, clean and tenantable condition and in good order and repair, consistent in manner and appearance with first class shopping centers in Omaha, Nebraska. Said maintenance shall include, without limitation, the following work as required on the Subject Property:

(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;

(e) Maintaining all landscaped areas (including, without limitation, those on the perimeter of the Subject Property); 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) and

(g) Maintaining all service facilities, customer service facilities, and drive-up and drive through facilities in a good, safe, and aesthetically pleasing condition.

7. **Authority:** Twin Creek represents and warrants that it has full power and sole authority to enter into, and perform its obligations under, this Adjacent Property Declaration and that it is the fee simple owner (subject to covenants, easements and restrictions of record) of the Subject Property as of the date hereof.

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8. **Modification and Termination/Injunctive Relief:** This Adjacent Property Declaration may not be modified or terminated prior to its natural expiration without the prior written consent of the Owner of the Albertson's Property, its successors or assigns, and , so long as Twin Creek is the holder of fee simple title to any Lot or Parcel, Twin Creek; provided, however, that Twin Creek may assign its approval rights to the Owner of any other Lot or Parcel by recording such assignment in the official records of Sarpy County, Nebraska. The restrictions created hereby shall be an encumbrance on the Subject Property and shall run with the land for the benefit of Albertson's and for the benefit of that certain real property owned by Albertson's as more particularly described in Schedule II attached hereto and incorporated herein by this reference (the "Albertson's Property"). In the event of any violation or threatened violation of the restrictions created hereby, Albertson's or its successors or assigns shall have the right, in addition to all other rights and remedies provided by law or equity, to enjoin such violation or threatened violation in a court of competent jurisdiction and to recover its reasonable attorney's fees and costs.

10. **Duration:** The term of this Adjacent Property Declaration shall be for sixty-five (65) years from and after the date hereof, and at the expiration of such term, this Declaration shall terminate automatically without the necessity of any further documentation.

11. **Covenants Run With the Land/Successors and Assigns:** The restrictions set forth herein and each part thereof and shall run with the land. This Adjacent Property Declaration shall be binding on and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns; provided, however, the Owner of the Albertson's Property, its successors and assigns, and Twin Creek (so long as Twin Creek holds fee simple title to any Lot or Parcel) shall have the sole right to modify or terminate these restrictions; provided, however, that Twin Creek may assign its approval rights to the Owner of any other Lot or Parcel by recording such assignment in the official records of Sarpy County, Nebraska.

12. **Not a Public Dedication:** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Subject Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes herein expressed.

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13. **Default:** A person shall be deemed to be in default of this Declaration only upon the expiration of thirty (30) days (ten [10] days in the event of failure to pay money) from receipt of written notice from any Owner or Prime Lessee specifying the particulars in which such person has failed to perform the obligations of this Declaration unless such person, prior to the expiration of said thirty (30) days (ten [10] days in the event of failure to pay money), has rectified the particulars specified in said notice of default. However, such person shall not be deemed to be in default if such failure (except a failure to pay money) cannot be rectified within said thirty (30) day period and such person is using good faith and its best efforts to rectify the particulars specified in the notice of default.

14. **Notices:**

(a) All notices given pursuant to this Declaration 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, 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 of the county in which the Shopping Center is located. All notices to First Party or Albertson's shall be sent to the person and address set forth below:

Twin Creek:	Twin Creek L.P. c/o Dennis Raynor 101 W. Mission Ave. Bellevue, NE 68005
With a copy to:	Steven D. Johnson Kennedy Holland DeLacy & Svoboda 10306 Regency parkway Drive Omaha, NE 68114
Thompson:	John R. and Mary A. Thompson c/o Steven D. Johnson Kennedy Holland DeLacy & Svoboda 10306 Regency parkway Drive Omaha, NE 68114
Albertson's:	Albertson's, Inc. 250 Parkcenter Boulevard P.O. Box 20 Boise, ID 83726 Attention: Legal Department

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. All notices given pursuant to this Declaration shall be deemed given upon receipt.

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(b) For the purpose of this Declaration, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to subparagraph (a) above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to subparagraph (a) above, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

15. **Waiver:** The failure of a person to insist upon strict performance of any of the Restrictions 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 Restrictions contained herein by the same or any other person.

16. **Attorney's Fees:** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Declaration, 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).

17. **Severability:** If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration 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 Declaration shall be valid and shall be enforced to the extent permitted by law.

18. **Not a Partnership:** The provisions of this Declaration 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.

19. **Third Party Beneficiary Rights:** This Declaration 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.

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20. **Captions and Headings:** The captions and headings in this Declaration 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.

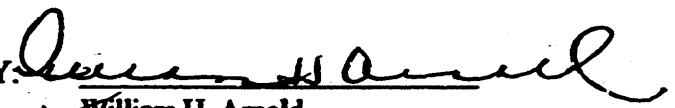
21. **Recordation:** This Adjacent Property Declaration shall be recorded in the records of Sarpy County, Nebraska.

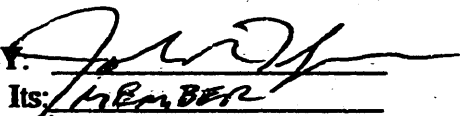
IN WITNESS WHEREOF, the parties have executed this Declaration as of the day and year first above written.

TWIN CREEK:
Twin Creek L. P., a Nebraska
limited partnership, Seller

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

BY: Twin Creek Development Company,
L.L.C., Nebraska limited liability
company, Its General Partner

BY: 
William H. Arnold
Vice President, Real Estate Law

BY: 
Its: MEMBER

THOMPSON:
John R. Thompson and Mary A.
Thompson, husband and wife,

BY: 
John R. Thompson

BY: 
Mary A. Thompson

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CONSENT AND SUBORDINATION

American National Bank of Sarpy County, Nebraska ("Lender") is the beneficiary under that certain Deed of Trust recorded in the official records of Sarpy County, Nebraska on April 25, 1997 in Book _____ at Page _____ as Instrument No. 97-67866 (the and Deed of Trust recorded April 29, 1997 as Instrument No. 97-67993 "Deed of Trust"). Lender hereby consents to and approves this Declaration of Restrictions - Adjacent Property and hereby acknowledges and agrees that the Deed of Trust and any other security instruments securing Lender's loan on the property encumbered by this Declaration shall be subordinate to, and subject to, the terms and conditions of this Declaration.

**AMERICAN NATIONAL BANK OF
SARPY COUNTY, NEBRASKA**

BY: [Signature]
Name: A.J. Schmid
Title: CHAIRMAN

STATE OF Nebraska)
) ss.
County of Sarpy)

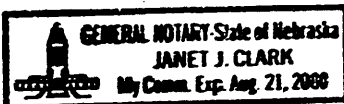
On this 30 day of APRIL, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared A.J. Schmid, to me known to be the CHAIRMAN of American National Bank of Sarpy County, Nebraska, and acknowledged to me that the said instrument is the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she 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:

8-21-2000

[Signature]
Notary Public in and for the
State of NEBRASKA
Residing at OMAHA, NE.



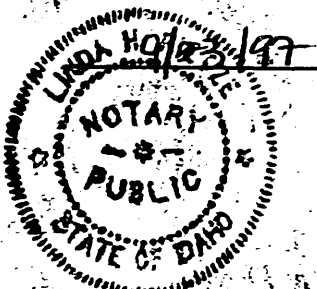
97-08316L

STATE OF IDAHO)
) ss.
County of Ada)

On this 28th day of April, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared William H. Arnold, to me known to be the Vice President, Real Estate 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:

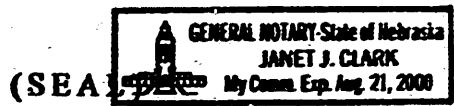


[Signature]
Notary Public in and for the
State of Idaho
Residing at Boise, Idaho

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 30 day of APRIL, 1997, before me, a Notary Public in and for said county and state, personally came JOHN R. THOMPSON, known to me to be the identical personal whose signature is affixed to the foregoing instrument, as MEMBER OF TWIN CREEK L.P., PARTNER of Twin Creek L.P., a Nebraska limited partnership, and he acknowledged the execution thereof to be his voluntary act and deed.

WITNESS by hand and notarial seal the day above written.

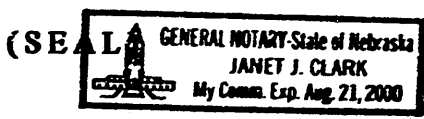


[Signature]
Notary Public for Nebraska
Residing at Omaha, NE.
My Commission expires: 8-21-2000

STATE OF NEBRASKA)
) SS.
COUNTY OF SARASOTA)

On this 30 day of APRIL, 1997, before me, a Notary Public in and for said county and state, personally came John R. Thompson and Mary A. Thompson, husband and wife, known to me to be the identical persons whose signatures are affixed to the foregoing instrument, and they acknowledged the execution thereof to be their voluntary act and deed.

WITNESS by hand and notarial seal the day above written.



[Signature]
Notary Public for Nebraska
Residing at Omaha, Ne
My Commission expires: 8-21-2000

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SCHEDULE I

Legal Description of the Shopping Center

The Shopping Center consists of 6 parcels of real property described as follows:

Parcel 1: Lot 20 of Twincreek Plaza according to the official plat thereof filed in the official records of Sarpy County, Nebraska

Parcel 2: Lots 19 and 22 of Twincreek Plaza according to the official plat thereof filed in the official records of Sarpy County, Nebraska

Parcel 3: Lot 21 of Twincreek Plaza according to the official plat thereof filed in the official records of Sarpy County, Nebraska

Parcel 4: Lots 18 and 23 of Twincreek Plaza according to the official plat thereof filed in the official records of Sarpy County, Nebraska

Parcel 5: Lot 17 of Twincreek Plaza according to the official plat thereof filed in the official records of Sarpy County, Nebraska

Parcel 6: Outlot 4 of Twincreek Plaza according to the official plat thereof filed in the official records of Sarpy County, Nebraska

SCHEDULE II

97-08316N

Legal Description of Subject Property

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 24 of Twincreek Plaza according to the official plat thereof filed in the official records of Sarpy County, Nebraska and Lot 3 of Summit Plaza according to the official plat thereof filed in the official records of Sarpy County, Nebraska.

EXHIBIT "A"

97-023160

SCHEDULE I
To
Exhibit "A" to Declaration of Restrictions - Adjacent Property

OPEN VIEW CORRIDOR

In order to provide an unobstructed, 300 ft. wide view corridor for the building located on the Albertson's Property, Twin Creek, as set forth in Paragraph 5 of the foregoing Adjacent Property Declaration, has agreed that no building or other structure shall be constructed on Lot 7 and further agreed that the buildings to be constructed on Lot 6 and Lot 8 shall be placed at least three hundred (300) feet apart and has granted to Albertson's, for the benefit of the Albertson's Property, a permanent easement for visual rights on and across the area shown on Exhibit "A" as "View Corridor". The portion of the open view corridor depicted on Exhibit "A" is legally described as follows:

LOT 6
BEGINNING AT THE NORTHWEST CORNER OF LOT 6, TWINCREEK PLAZA, AS SHOWN, PLATTED AND RECORDED, SASSY COUNTY, NEBRASKA, THENCE S 89°24'22" E (ANNEKED BEARING), 41.80 FEET ALONG THE NORTH LINE OF LOT 6, TWINCREEK PLAZA TO A POINT OF CURVATURE; THENCE EASTERLY CONTINGING ALONG THE NORTH LINE OF LOT 6, TWINCREEK PLAZA ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 328.00 FEET AN ARC DISTANCE OF 30.70 FEET; THENCE S 33°37'57" W, 184.00 FEET TO A POINT ON THE WEST LINE OF LOT 6, TWINCREEK PLAZA; THENCE N 61°07'04" E, 148.21 FEET ALONG THE WEST LINE OF LOT 6, TWINCREEK PLAZA TO THE POINT OF BEGINNING.

LOT 7
ALL OF LOT 7, TWINCREEK PLAZA, AS SHOWN, PLATTED AND RECORDED, SASSY COUNTY, NEBRASKA.

LOT 8
BEGINNING AT THE SOUTHWEST CORNER OF LOT 8, TWINCREEK PLAZA, AS SHOWN, PLATTED AND RECORDED, SASSY COUNTY, NEBRASKA, THENCE N 89°24'22" W (ANNEKED BEARING), 73.61 FEET ALONG THE SOUTH LINE OF LOT 8, TWINCREEK PLAZA; THENCE N 33°47'46" E, 184.00 FEET TO A POINT ON THE EAST LINE OF LOT 8, TWINCREEK PLAZA; THENCE S 61°07'04" W, 148.21 FEET ALONG THE EAST LINE OF LOT 8, TWINCREEK PLAZA TO THE POINT OF BEGINNING.

Handwritten initials/signature

SCHEDULE I

97-08316R

Legal Description of the Shopping Center

The Shopping Center consists of 6 parcels of real property described as follows:

Parcel 1: Lot 20 of Twin creek Plaza according to the official plat thereof filed in the official records of Sarpy County, Nebraska

Parcel 2: Lots 19 and 22 of Twin creek Plaza according to the official plat thereof filed in the official records of Sarpy County, Nebraska

Parcel 3: Lot 21 of Twin creek Plaza according to the official plat thereof filed in the official records of Sarpy County, Nebraska

Parcel 4: Lots 18 and 23 of Twin creek Plaza according to the official plat thereof filed in the official records of Sarpy County, Nebraska

Parcel 5: Lot 17 of Twin creek Plaza according to the official plat thereof filed in the official records of Sarpy County, Nebraska

Parcel 6: Outlot 4 of Twin creek Plaza according to the official plat thereof filed in the official records of Sarpy County, Nebraska

SCHEDULE II

97-08316S

Legal Description of Subject Property

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 24 of Twin creek Plaza according to the official plat thereof filed in the official records of Sarpy County, Nebraska and Lot 3 of Summit Plaza according to the official plat thereof filed in the official records of Sarpy County, Nebraska.