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Declaration

Fifty Joint Venture, a Nebraska General Partnership, hereby establishes the following easements, covenants and restrictions.

PRELIMINARY STATEMENT

Fifty Joint Venture, a Nebraska General Partnership ("Declarant"), is the record owner of five contiguous parcels of real estate located in Omaha, Douglas County, Nebraska, all of which parcels comprise the shopping center now commonly known as Spring Valley Plaza situated at the Southwest corner of 50th and F Streets, Omaha, Nebraska.

The Declarant intends to develop and utilize such parcels as an integrated and unified shopping center. Annexed to this Declaration as Exhibit "A" and incorporated herein by this reference is a Site Plan depicting Spring Valley Plaza (the "Site Plan").

The Declarant desires to establish certain covenants and restrictions and provide reciprocal easements for pedestrian and vehicular ingress, egress, passage and traffic and for the placement, maintenance and replacement of utilities under portions of the Total Site, as though the Total Site were developed and utilized as a single integrated shopping center.

TERMS AND CONDITIONS

In consideration of the foregoing Preliminary Statement, which by this reference is repeated and incorporated in this portion of this Declaration in its entirety, and other consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant hereby establishes the following easements, covenants, and restrictions.

1. Definitions. The terms in this Section 1 shall have the following meanings:

1.1 Common Areas. the term "Common Areas" shall mean and include all parts of the Total Site which are from time to time devoted primarily for parking, approaches, exits, entrances, sidewalks, exterior landscaping, incidental and interior roadways, service roads, loading areas and other similar areas or exterior areas not used as a "Building Area".

1.2 Building Area. The term "Building Area" means and includes any area of the Total Site upon which a building, buildings, or other structures are constructed or erected.

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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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- 1.3 Permittees. The term "Permittees" shall mean (i) the respective Owners of each Parcel comprising the Total Site and its respective successors, assigns, heirs, and personal representatives, (ii) such Owners' agents, customers, invitees, licensees, employees, servants, contractors, mortgagees, tenants, (iii) such Owners' tenants, their customers, invitees, employees, servants, licensees, contractors, and agents, and (iv) such Owner's mortgagee's and beneficiaries under deeds of trust.
- 1.4 Owner. The term "Owner" shall mean any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental agency or other business entity now or hereafter holding an ownership interest in fee in a portion or all of the Total Site or a Parcel.
- 1.5 Parcel. The term "Parcel" shall mean or refer to any of the following platted lots: Lots 1 to 5 inclusive, Spring Valley PLAZA in Omaha, Douglas County, Nebraska.
- 1.6 Total Site. The term "Total Site" shall mean all of the Parcels as a group.
2. Grant of Easements. The Declarant hereby grants to the Permittees the following easements:
- 2.1 Pedestrian Easements. Nonexclusive easements for the purpose of pedestrian traffic between each Parcel and: (i) each other Parcel; (ii) the public streets now or hereafter abutting or located on any portion of the Total Site; and (iii) the public walkways now and hereafter abutting or located on any portion of the Total Site; limited however, to those portions of each Parcel which are improved by the Owner thereof from time to time for pedestrian walkways and made available for general use, as such portions may be altered, reduced, increased or relocated from time to time by each such Owner.
- 2.2 Vehicular Easements. Nonexclusive easements for the purpose of vehicular traffic between each Parcel and: (i) each other Parcel; and (ii) the public streets now and hereafter abutting or located on any portion of the Total Site; limited however, to those portions of the Parcels which are improved by the Owner thereof from time to time for vehicular accessways and or made available for general use, as such portions may be altered, reduced, increased or relocated from time to time by each such Owner.

2.3 Common Component Easements. Nonexclusive easements for (i) the purpose of furnishing connection, support and attachment to walls, footings, foundations, slabs, roofs and other structural systems of any improvement now and hereafter constructed on each Parcel, (ii) the encroachment of common components of improvements, and (iii) the maintenance, repair and replacement of the same; limited, however, to those portions of each Parcel on which an improvement is contiguous to an improvement constructed on another Parcel. Any Owner of a Parcel (the "Benefited Tract") which desires to claim the benefit of the foregoing easement for common components and encroachments will be entitled to exercise such right on the following conditions:

- (a) The Owner of the Benefited Tract will submit plans and specifications showing the improvements proposed to be constructed on the Benefited Tract to the Owner of the Parcel (the "Burdened Tract") which will be burdened by the easements hereby created for approval of such plans and specifications by the Owner of the Burdened Tract which approval shall not be unreasonably withheld or delayed.
- (b) Written approval of such plans and specifications by the Owner of the Burdened Tract will constitute a designation of the portions(s) of the Burdened Tract to be used for the purposes therein described.
- (c) The construction of the improvements on the Benefited Tract will be diligently prosecuted by the Owner thereof with due care and in accordance with sound design, engineering and construction practices, in a manner which is customary for such improvements and which will not unreasonably interfere with the use of the Burdened Tract or the improvements thereon or impose an unreasonable load on such improvements.
- (d) The Owner of the Benefited Tract will indemnify and hold the Owner of the Burdened Tract harmless from all loss, cost and expense arising from the construction of the improvements on the Benefited Tract and the exercise of the rights of the Owner of the Benefited Tract hereunder. When the exercise of rights hereby granted to the Owner of the Benefited Tract requires entry upon the Burdened Tract or the improvements thereon, the

Owner of the Benefited Tract will give due regard to the use of the Burdened Tract and the improvements thereon in the exercise of such rights and will promptly repair, replace or restore any and all improvements on the Burdened Tract which are damaged or destroyed in the exercise of such rights.

- (e) Absent a definitive agreement to the contrary, subsequent to the completion of the improvements to the Benefited Tract, the Owner of the Burdened Tract and the Owner of the Benefited Tract will share proportionately the cost of maintenance, repair and replacement of any common component constructed by either of them which provides vertical or lateral support to contiguous improvements, in accordance with that ratio which the load contributed by the improvements of each Owner bears to the total load on such common components; the cost of maintenance, repair and replacement of any common wall, roof or structural joinder (other than components providing support) will be paid solely by the Owner of the Benefited Tract.
- (f) The Owner of the Burdened Tract agrees, on the written request of the Owner of the Benefited Tract, to execute and deliver an instrument in recordable form legally sufficient to evidence the grant of the easements herein described, the location thereof and such other conditions affecting the grant of such easements, as might have been approved by such Owners.

- 2.4 Utility Easements. Nonexclusive easements for the installation, operation, maintenance, repair, replacement and removal of: water lines and systems; telephone lines and systems; gas lines and systems; sanitary sewer lines and systems; electrical lines and systems; storm sewers, drainage lines and systems; any other utility lines or systems hereafter developed to serve one or more of the Parcels; provided however, that all pipes, wires, lines, conduits, mains, sewers, systems and related equipment (hereafter called "Utility Facilities") will be installed underground only within the Common Areas and will be installed, operated and maintained in a manner which will not unreasonably interfere with the use of the Parcel and its improvements on which such Utility Facilities are located. The Owner of any Burdened Tract affected by any of such utility easements will have the right, at any time, and from time to time, to relocate any Utility Facilities then located on

the Burdened Tract on the conditions that: (i) such right of relocation will be exercisable only after thirty (30) days' prior written notice of the intention to relocate has been given to all Owners using the Utility Facilities to be relocated; (ii) such relocation will not interrupt during business hours any utility service to the improvements then located on the Benefited Tract(s); (iii) such relocation will not reduce or unreasonably impair the usefulness or function of the Utility Facilities to be relocated; and (iv) all costs of such relocation will be borne by the Owner relocating the Utility Facilities.

- 2.5 Parking Easements. Nonexclusive easements in and to those portions of the Common Areas of each Parcel which are designated from time to time by the Owner of such Parcel as parking areas for vehicular parking purposes. Provided however, this Section 2.5 does not nor is intended to grant any easements for employee parking it being expressly stated that the owner of each parcel shall provide sufficient parking within its Parcel for its employees and the employees of its lessees and sublessees.
- 2.6 Access Easements. Nonexclusive easements between each Parcel and the public streets abutting any portion of the Total Site for the purpose of providing ingress, egress and access to the easements hereby created.
- 2.7 Fire and Emergency Access. Nonexclusive easements for the purpose of fire protection and emergency access between each Parcel and each other Parcel for pedestrian and vehicular access, ingress and egress over, across, on and through the Common Areas of each Parcel.
- 2.8 Self Help Easements. Nonexclusive rights of entry and easements over, across, and under each Parcel for all purposes reasonably necessary to enable any other Owner of a Parcel to perform any of the provisions of this Declaration which a defaulting Owner has failed to perform, such easements to be exercised as provided in Section 12.2 of this Declaration.
3. Unimpeded Access. No barricades, fences or other dividers will be constructed between the Parcels and nothing will be done to prohibit or discourage the free and uninterrupted flow of pedestrian or vehicular traffic throughout the Total Site in the areas designated for such purpose by the Owner of each Parcel except for curbing reasonably designed and installed to assist traffic control;

provided that each Owner will have the right to erect temporarily barriers to avoid the possibility of dedicating such areas for public use or creating prescriptive rights therein. Notwithstanding the foregoing, it is contemplated that Baker's Supermarkets, Inc., an occupant of Spring Valley Plaza, may utilize the area between the east building line of the leased premises of Baker's Supermarkets, Inc. and the west curb line of the drive and parking area immediately to the east of such east building line (a) for display of Christmas trees, spring plantings and other promotional items from time to time in such manner so as not to create a hazard to pedestrian or vehicular traffic, and (b) during hours of minimum use to perform housekeeping chores which cannot reasonably be performed within the leased premises of Baker's Supermarkets, Inc.

4. Use of Easements. Subject to the reasonable rules and regulations adopted for the use of each Parcel by the Owner thereof, the use of all easements created by this Declaration will, in each instance, be nonexclusive and for the use and benefit of the Permittees. Each Owner specifically reserves the right, at any time and from time to time, to promulgate such rules and regulations applicable to the Owner's Parcel as might be reasonably imposed but in all cases consistently applied and uniformly enforced to promote the health, safety, welfare and security of such Parcel, the improvements located thereon and the Owner's tenants and subtenants and their customers. Each Owner may, at any time and from time to time, remove, exclude and restrain any person from the use, occupancy or enjoyment of any easement hereby created or the area covered thereby for failure to observe the reasonable rules and regulations established as provided herein. If the unauthorized use is being made of any easement area by any of the Permittees, such unauthorized use may be restrained or terminated by appropriate proceedings after written notice to the defaulting Owner and failure to abate such unauthorized use within forty-five (45) days after receipt of such notice.

5. Maintenance of Easement Areas. Except to the extent that such areas might be operated and maintained by public authorities or utilities, the Owner of each Burdened Tract will operate, maintain and replace all of the areas of the Burdened Tract which are subject to the pedestrian and vehicular easements created in this Declaration in sound structural and operating condition at the sole expense of the Owner of the Burdened Tract. The Owner of each Parcel, at its own expense, shall repair, maintain and replace the Common Areas and all improvements within or upon any Building Area (the "Improvements") from time to time located on such Parcel. Such repairs, replacements and maintenance shall include, but shall not be limited to:

- (a) maintenance, repair and replacement of the surface and subsurface of any parking areas so

as to maintain level, smooth and evenly covered parking areas with the type of materials originally constructed or used thereon or such substitutes as will in all material respects be equal to such materials in quality, appearance and durability;

- (b) maintenance, repair and replacement of all Improvements so that the same shall appear in good condition and repair at all times. Nothing in this paragraph shall be construed to obligate either party to restore any Improvement destroyed by fire or other casualty; however, if such Improvement is not replaced then it shall be razed within a reasonable time, all debris removed, and the areas seeded.
- (c) maintenance and care of all grass, shrubs and landscaping, including, but not limited to the fertilizing, watering, mowing and trimming thereof;
- (d) removal from the Common Areas of papers, debris, ice, snow, refuse and other hazards to persons using such Areas, and washing or thoroughly sweeping paved areas as required;
- (e) maintenance of such appropriate parking area entrance, exit and directional signs, markers and lights as may be reasonably required from time to time;
- (f) such painting and repainting as may be required to maintain the parking areas and equipment installed thereon in good condition and repair; and
- (g) maintenance of all lighting equipment, facilities and shopping center identification signs.

The operation and maintenance of the common component and encroachment easements created under Section 2.3 of this Declaration and the payment of the expenses associated therewith will be governed by the terms of this Declaration in the absence of specific agreement between the Owners of the Benefited Tract(s) and the Burdened Tract(s).

The standard of care applicable to repairs and maintenance required under this Declaration shall be that of a first-class shopping center.

The Owner of each Burdened Tract will operate, maintain, and replace all Utility Facilities located within the boundaries of such Burdened Tract in sound structural and operating condition (except to the extent that such operation and maintenance is performed by public authorities or utilities) and any expenses occasioned thereby will be borne by the Owners of the Benefited Tract(s) which are serviced by such Utility Facilities in the ratio which the gross rentable area of the improvements located on each Benefited Tract bears to the total gross rentable area of the improvements located on all Benefited Tracts; provided however, that each Owner will pay all costs associated with the operation and maintenance of Utility Facilities and the consumption of utility services which relate solely to the improvements located on an individual Parcel and no other Owner will have any liability with respect thereto.

6. Duration. This Declaration and each easement created hereunder will continue for a term of fifty (50) years from the date of this Declaration and will thereafter continue in full force and effect until terminated as provided in Section 10 of this Declaration so long as any easement created hereby is used by any Owner; this Declaration will terminate as to each easement on nonuse of such easement for a period of six (6) consecutive months, unless simultaneously with the commencement of the period of nonuse, notice is given by the affected Owner of an intention to resume use of such easement within twenty-four (24) months following the date on which nonuse commences and such resumption occurs within such period.

7. Insurance. Each Owner agrees to maintain policies of fire and extended or all risks coverage insurance in the amount of full replacement cost and of public liability insurance issued by reputable companies in amounts and on policy terms customary for the improvements of such Owner. Each Owner releases each other Owner from any liability from any loss or damage of the type provided by fire and extended or all risks coverage insurance, and grants to each other Owner, on behalf of any insurer providing such insurance, a waiver of any right of subrogation which any insurer of any Owner might acquire against any other Owner by virtue of payment of any loss covered by such insurance.

8. Legal Effect. Each of the easements and rights created by this Declaration are appurtenant to the Parcel to which they relate and may not be transferred, assigned or encumbered except as an appurtenance to such Parcel. For the purpose of each such easement and right, the Benefited Tract will constitute the dominant estate and the Burdened Tract will constitute the servient estate. Each covenant contained in this Declaration: (a) is made for the direct, mutual and reciprocal benefit of each other Parcel now or hereafter constituting a part of the Total Site; (b) creates mutual

equitable servitudes on each Parcel in favor of each other Parcel; (c) constitutes a covenant running with the land; (d) binds every Owner now having or hereafter acquiring an interest in any Parcel; and (e) will inure to the benefit of each Owner and each Owner's successors, assigns, mortgagees and beneficiaries under deeds of trust.

Each Owner agrees that on conveyance of all or any part of the Total Site or a Parcel, the grantee, by accepting such conveyance will thereby become a new party to and be bound by this Declaration. In each such instance the Owner conveying an interest in the Total Site or a Parcel agrees: (a) to require the grantee to assume and agree to perform each of the obligations of the conveying Owner under this Declaration with respect to the portion of the Total Site or Parcel conveyed to such grantee by means of a written instrument executed, acknowledged and recorded in Douglas County, Nebraska; and (b) to give notice of each such conveyance and agreement to each other Owner within thirty (30) days after the execution thereof, which notice will be accompanied by a copy of such conveyance and agreement. On such assumption by a grantee and the giving of notice thereof, the conveying Owner will thereafter be released from any obligation under this Declaration arising thereafter with respect to the portion of the Total Site or Parcel so conveyed. Each Owner agrees on the written request of the conveying Owner to execute and deliver any appropriate documents or assurances to evidence such release.

9. No Dedication. Nothing contained in this Declaration will be deemed to constitute a gift, grant or dedication of any portion of a Parcel to the general public or for any public purpose whatsoever, it being the intention of the Declarant that this Declaration will be strictly limited to the private use of the Owners. This Declaration is intended to Benefit the Owners and their respective successors, assigns, mortgagees and beneficiaries under deeds of trust, and is not intended to constitute any person or entity which is not an Owner, a third party beneficiary hereunder, or to give any such person or entity any rights hereunder.

10. Amendment and Termination. This Declaration and any provision herein contained may be terminated, extended, modified or amended as to the Total Site or any Parcel, only with the express written consent of all of the Owners of the Parcels included within the Total Site; provided however, the Owners of the Benefited Tract(s) and the Burdened Tract(s) affected by the common component and encroachment easements created under Section 2.3 of this Declaration will have the right to create, terminate, extend, modify and amend any provisions hereof relating thereto without the consent of any other Owner. No amendment, modification, extension or termination of this Declaration will affect the rights of the holder of any mortgage or beneficiary under any deed of trust

constituting a lien on any portion of the Total Site or a Parcel unless such mortgagee or beneficiary consents to the same, nor will any amendment, modification, extension or termination be effective against any mortgagee or beneficiary subsequent to such mortgagee's acquiring title to a portion of the Total Site or a Parcel by foreclosure or deed in lieu of foreclosure, unless the mortgagee or beneficiary has so consented in writing. No tenant, licensee or other person having only a *possessory interest in a Parcel(s) will be required to join in the execution of or consent to any action of the Owners taken pursuant to this Declaration.

11. Condemnation. In the event the whole, or any part, of a Parcel is taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, an Owner benefited by an easement created by this Declaration will not share in any award, compensation or other payment made by reason of the taking of a portion of any Parcel which is subject to such easement, and such award, compensation or other payment will belong entirely to the Owner for the loss of such easements, or portion thereof, located on the Parcel so taken.

12. Default; Remedies. The provisions of this Declaration will be enforced as follows:

12.1 Injunctive Relief. In the event of any violation or threatened violation by any Owner of any of the provisions of this Declaration, in addition to the right to collect damages, each Owner will have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, thirty (30) days written notice of the violation will be given to the Owner claimed to have committed such violation during which period such Owner shall have the right to cure such default; in event such default cannot be cured during such period and such Owner is diligently pursuing such cure, such Owner shall not be considered in default.

12.2 Self Help. In the event any Owner fails to perform any of the provisions of this Declaration, any other Owner will have the right, without being obligated to do so, to enter upon the Parcel and improvements of such defaulting Owner and perform the obligations of the defaulting Owner hereunder; provided, however, that written notice of such intention, specifying the nature of the alleged default and the actions to be performed, has been given to the defaulting Owner not less than thirty (30) days prior to the commencement of such action or not less than twenty-four (24) hours prior to such

commencement if, such default is of an emergency nature. During such thirty (30) day or twenty-four (24) hour period, as the case may be, the defaulting Owner will have the right to perform or commence performance of action appropriate to remedy such default, and provided such action is diligently carried to completion, the right of such other Owner to perform the obligation of the defaulting Owner will terminate. If an Owner elects to perform the action to have been performed by a defaulting Owner, on completion of such action, or from time to time, if the action is of continuing nature, an itemized statement of the cost thereof will be submitted to the defaulting Owner and the amount thereof will be immediately due and payable by the defaulting Owner which amount will bear interest at the rate of twelve percent (12%) per annum until paid.

- 12.3 Force Majeur. If performance of any action by any Owner is prevented or delayed by act of God, war, labor disputes or other cause beyond the reasonable control of such Owner, the time for the performance of such action will be extended for the period that such action is delayed or prevented by such cause.
- 12.4 Notice of Default. An Owner will not be in default under this Declaration unless the Owner has received written notice specifying the nature of such default and has failed to cure or commence appropriate action to cure such default within the times herein provided. The legal propriety of the assertion of such default shall be subject to judicial interpretation.
- 12.5 No Termination. No breach of this Declaration will entitle any Owner to cancel, rescind or otherwise terminate this Declaration. The foregoing limitation will not affect, in any manner, any other right or remedy which any Owner might have by reason of any breach of this Declaration.

13. Miscellaneous:

- 13.1 Approvals. When approval by any Owner is required hereunder, such approval will not be unreasonably withheld or delayed. Unless provision is made for a specific period of time, the period of time in which approval will be granted will be thirty (30) days, and if a Owner neither approves nor disapproves a proposed action within that period, the Owner will be deemed to have given such Owner's approval. If an Owner disapproves of any action proposed by another Owner hereunder, such disapproval shall set

forth in writing the specific reasons for such disapproval.

- 13.2 Notices. All notices, statements, demands, approvals and other communications given pursuant to this Declaration will be in writing and will be delivered in person, by certified or registered mail, postage prepaid or by recognized courier service to the Owners at the addresses on file with the office of the Douglas County Assessor for delivery of ad valorem tax statements relating to their respective Parcel.
- 13.3 Waiver of Default. No waiver of any default by any Owner will be implied from the failure by any other Owner to take any action in respect of such default. No express waiver of any default will affect any default or extend any period of time for performance other than as specified in such express waiver. One or more waivers of any default in the performance of any provision of this Declaration will not be deemed a waiver of any subsequent default in the performance of the same provision or any other provision. The consent to or approval of any act or request by any Owner will not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act or request. The rights and remedies provided by this Declaration are cumulative and no right or remedy will be exclusive of any other, or of any other right or remedy at law or in equity which any Owner might otherwise have by virtue of a default under this Declaration and the exercise of any right or remedy by any Owner will not impair such Owner's standing to exercise any other right or remedy.
- 13.4 No Partnership. Nothing contained in this Declaration and no action by the Owners will be deemed or construed by the Owners or by any third person to create the relationship of principal and agent, or a partnership, or a joint venture, or any association between or among any of the Owners.
- 13.5 Severability. If any provision of this Declaration is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Declaration (or the application of such provision to persons or circumstances other than those in respect of which the determination of invalidity or unenforceability was made) will not be affected thereby and each provision of this Declaration will be valid and enforceable to the fullest extent permitted by law.


- 13.6 Governing Law. This Declaration will be construed in accordance with the laws of the State of Nebraska.
- 13.7 Captions. The captions of the paragraphs of this Declaration are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained.
- 13.8 Time. Time is of the essence of this Declaration.
- 13.9 Estoppel Certificates. Any Owner shall, from time to time upon not less than twenty (20) days written notice from any other Owner, execute and deliver to such other Owner a certificate in recordable form stating that this Declaration is unmodified and in full force and effect or if modified, indicating the modifications, and stating whether or not, to the best of its knowledge, any Owner is in default under the Declaration and if so, specify such default.
- 13.10 Notice of Default. Any Owner serving notice of default under this Declaration shall provide written notice of such default in the manner permitted in this Declaration to any holder of any mortgage or beneficiary under any deed of trust covering the Parcel of the Owner allegedly in default provided such holder or mortgagee shall have provided the Owner serving such notice of default a notice informing it of the existence of such mortgage or deed of trust and the address to which notices of default are to be sent. Such holder or beneficiary shall be permitted to cure any such default not later than the thirty (30) days after a copy of such notice of default shall have been sent to such holder or beneficiary.
- 13.11 Binding Effect. The provisions of this Declaration will be binding on the Owners and their respective successors, assigns, heirs, personal representatives, mortgagees, and beneficiaries under deeds of trust to the extent herein provided.

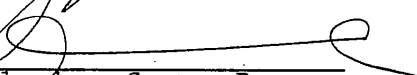
Dated as of May 24, 1991 FIFTY JOINT VENTURE, a
Nebraska General Partnership

By: Venture-50, Inc., a
Nebraska Corporation
Partner

By 
Jack W. Baker, President

By: Lerner Fifty, a
Nebraska General Partnership
Partner

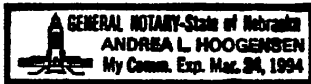
By 
Jay R. Lerner, Partner

By 
Salvadore Carta, Partner

ACKNOWLEDGMENTS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 24th day of May 1991, by Jack W. Baker, President of Venture-50, Inc., a Nebraska Corporation, Partner of Fifty Joint Venture, a Nebraska General Partnership, on behalf of such Partnership.



Andrea L. Hoogensen
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

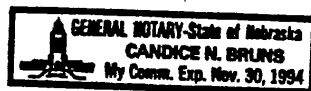
The foregoing instrument was acknowledged before me this ___ day of May 15, 1991, by Jay R. Lerner, Partner of Lerner Fifty, a Nebraska General Partnership, Partner of Fifty Joint Venture, a Nebraska General Partnership, on behalf of such Partnership.



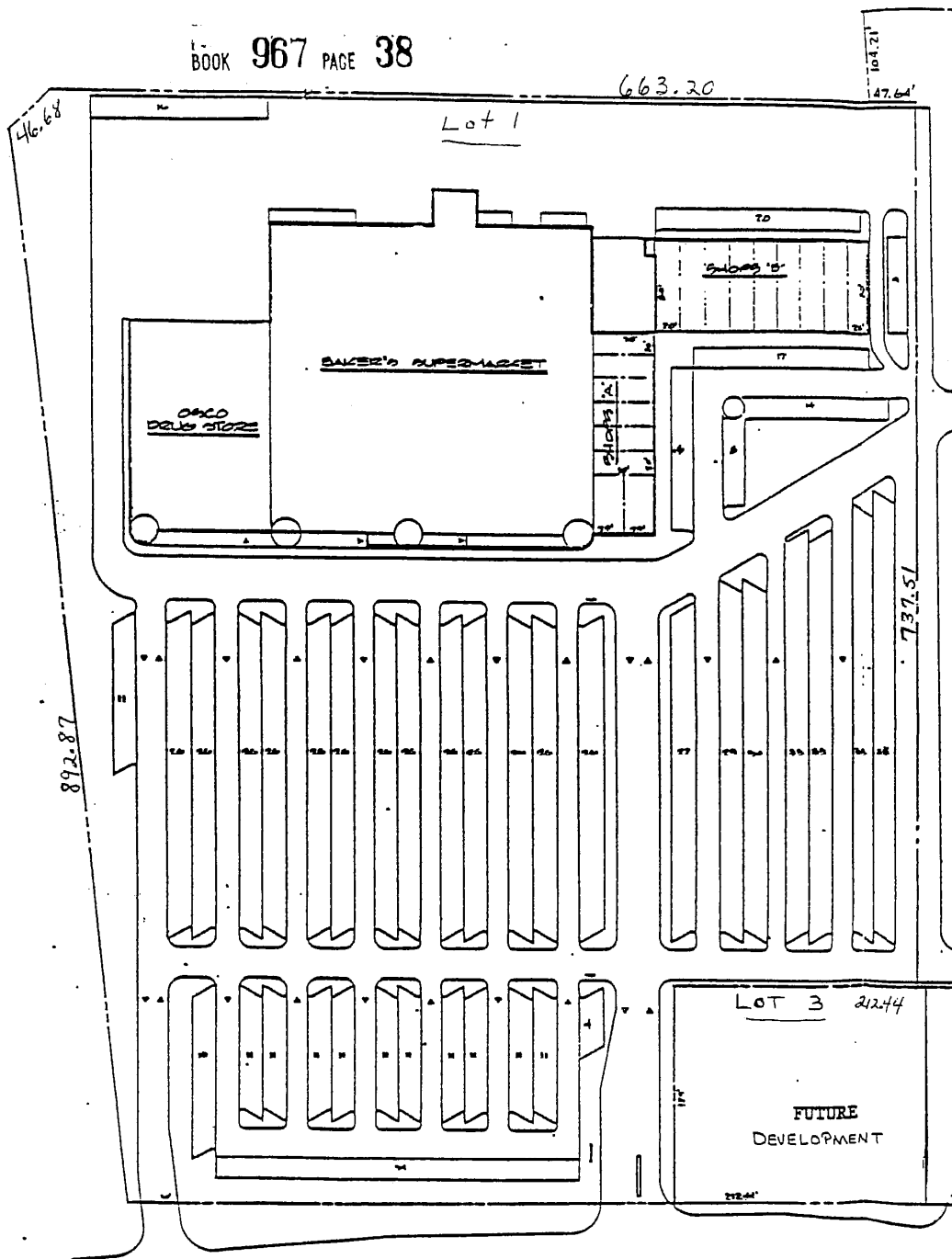
Candice N. Bruns
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ___ day of May 15, 1991, by Salvadore Carta, Partner of Lerner Fifty, a Nebraska General Partnership, Partner of Fifty Joint Venture, a Nebraska General Partnership, on behalf of such Partnership.

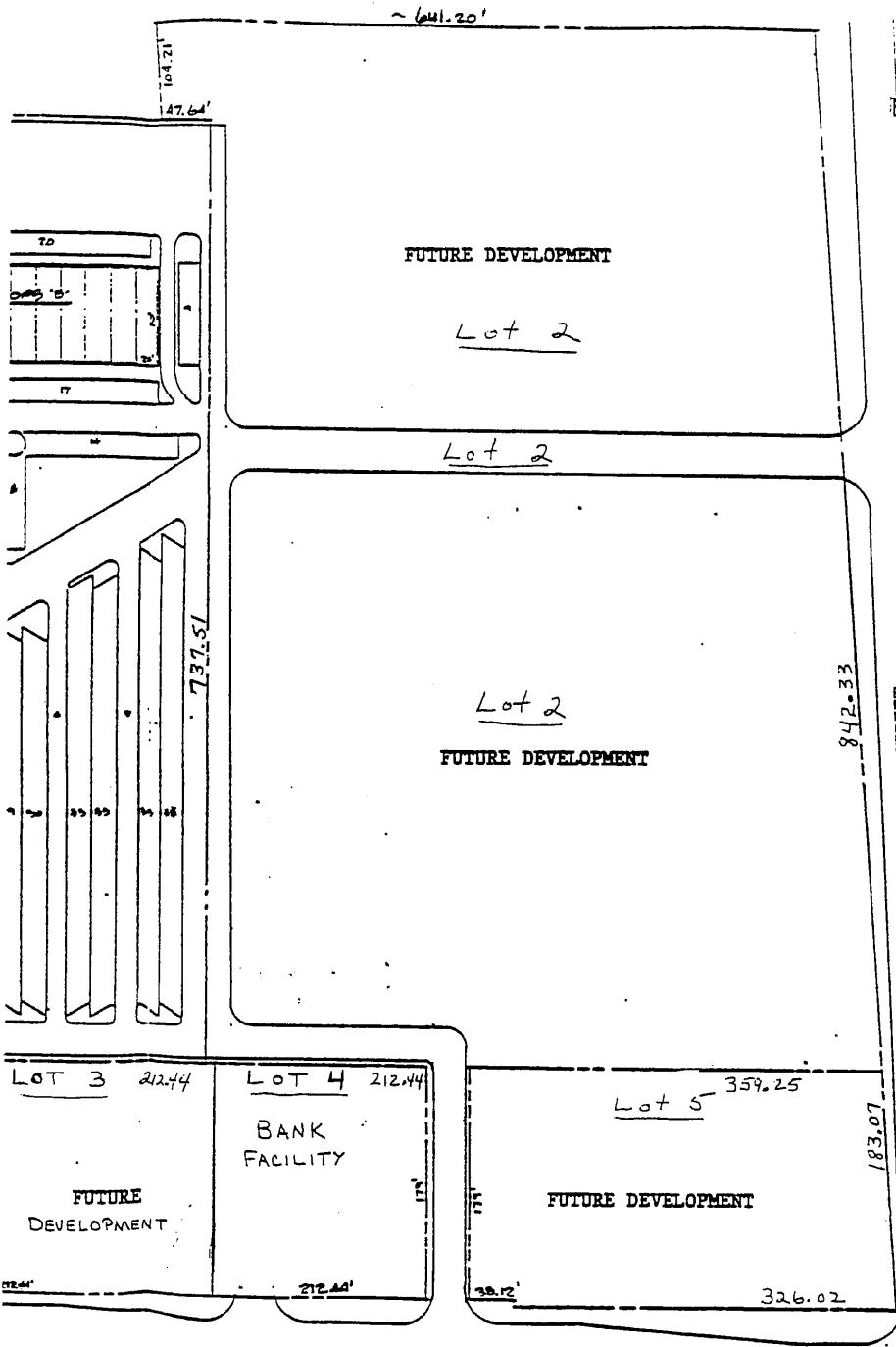


Candice N. Bruns
Notary Public



SPRING VALLEY PLAZA
SITE PLAN





NG VALLEY PLAZA
SITE PLAN

EXHIBIT "A"