

COMPARED

7188 Fee 215<sup>00</sup>

TROIA & TROIA, P.C.  
ATTORNEYS AT LAW  
SUITE 207

CARL J. TROIA, JR.  
(ALSO ADMITTED IN OKLAHOMA)

11506 NICHOLAS STREET  
OMAHA, NEBRASKA 68154-4421

TELEPHONE (402) 488-1700  
FACSIMILE (402) 488-8885

RICHARD A. TROIA  
(ALSO ADMITTED IN MISSOURI)

June 18, 1992

STATE OF IOWA Pottawattamie County  
Filed for record the 4 day of Dec  
1992 at 8:05 o'clock A.M. and recorded  
in book 93 page 16479  
John Scintino  
Recorder

Mr. Christopher Held  
Lake Manawa Centre Limited Partnership  
11506 Nicholas Street Suite 200  
Omaha, NE 68154

RE: Lake Manawa Centre Subdivision  
Pottawattamie County, Iowa  
Our File No. 36019.00

Dear Mr. Held:

Pursuant to §409A.11(3) of the Code of Iowa, we have examined the Abstract of Title covering entries Nos. 1 to 51 inclusive from Patent until April 17, 1990 at 4:30 p.m. ("Base Abstract") and the Continuation Abstract of Title covering entries Nos. 1 through 21 inclusive for the captioned property for the period of time commencing April 17, 1990 at 4:30 p.m. to September 9, 1992 at 8:00 a.m. ("Supplemental Abstract"). The Base Abstract and Supplemental Abstract cover the real property included within Lake Manawa Centre Subdivision, which is more particularly described on Exhibit "A" attached hereto. Both the Base Abstract and the Supplemental Abstract were prepared by Abstract Guaranty Company, 231 South Main, Council Bluffs, Iowa.

Based upon our examination of title to the above captioned property, fee simple title belongs to Lake Manawa Centre Limited Partnership, a Nebraska Limited Partnership by Quit Claim Deed from Glacier Park Company, a Delaware corporation, dated November 19, 1991. filed March 11, 1992 at Book 92, Page 21268 of the Pottawattamie County Recorder's Office and found at entry number 11 of the Supplemental Abstract AND by Warranty Deed from Menard, Inc., a Wisconsin corporation, dated June 17, 1992, filed August 20, 1992 at Book 93, Page 5506 of the Pottawattamie County Recorder's Office and found at entry number 14 of the Supplemental Abstract. This title is subject to the following exceptions:

1. Entry No. 8 of the Supplemental Abstract shows a mortgage in favor of Glacier Park Company, a Delaware corporation, dated March 9, 1992 and recorded March 11, 1992 in the face amount of \$706,700 and recorded at Book 92, Page 21185 of the Pottawattamie County Recorder's Office.

93 16479

Entered for Taxation  
DEC 4 1992  
Mary Jo Dierker  
COUNTY AUDITOR

# COMPARED

TROIA & TROIA, P.C.  
ATTORNEYS AT LAW

Mr. Christopher R. Held  
June 18, 1992  
Page 2

2. Entry No. 12 of the Base Abstract shows an easement granted to Council Bluffs Gas Company dated October 3, 1930, filed October 20, 1930 in Book 772, Page 4 of the Pottawattamie Recorder's Office. Entry No. 33 of the Base Abstract shows this easement assigned to Northern Natural Gas Company by instrument dated March 7, 1960, and filed March 7, 1960 in Book 1254, Page 143 of the Pottawattamie County Recorder's Office. Entry No. 36 of the Base Abstract shows this easement being further assigned by InterNorth, Inc. to UtiliCorp United, Inc. by instrument dated December 6, 1985, filed February 14, 1986, in Book 86, Page 16354, of the Pottawattamie County Recorder's Office.

3. Entry No. 16 of the Base Abstract shows a Right-of-Way Easement granted to the National Cooperative Refinery Association, dated February 9, 1948, filed May 13, 1948, in Book 985, Page 437 of the Pottawattamie County Recorder's Office.

4. Entry No. 18 of the Base Abstract shows a Right-of-Way Easement granted to the National Cooperative Refinery Association, dated February 9, 1948, filed August 30, 1948, in Book 992, Page 191 of the Pottawattamie County Recorder's Office.

5. Entry No. 26 of the Base Abstract shows an easement granted to Council Bluffs Gas Company dated October 6, 1930, filed October 20, 1930 in Book 772, Page 3 of the Pottawattamie Recorder's Office. Entry No. 33 of the Base Abstract shows this easement assigned to Northern Natural Gas Company by instrument dated March 7, 1960, and filed March 7, 1960 in Book 1254, Page 143 of the Pottawattamie County Recorder's Office. Entry No. 36 of the Base Abstract shows this easement being further assigned by InterNorth, Inc. to UtiliCorp United, Inc. by instrument dated December 6, 1985, filed February 14, 1986, in Book 86, Page 16354, of the Pottawattamie County Recorder's Office.

6. Entry No. 29 of the Base Abstract shows the grant of a Right-of-Way to the National Cooperative Refinery Association, dated February 10, 1948, filed March 18, 1948, in Book 982, Page 41 of the Pottawattamie County Recorder's Office.

7. Entry No. 30 of the Base Abstract shows the grant of a Right-of-Way to the National Cooperative Refinery Association, dated February 16, 1948, filed March 18, 1948, in Book 982, Page 47 of the Pottawattamie County Recorder's Office.

8. Entry No. 31 of the Base Abstract sets forth an easement granted the State of Iowa and the Iowa State Conservation Commission, dated August 18, 1955, filed May 13, 1988, in Book 88, Page 24203 of the Pottawattamie County Recorder's Office.

CONFIDENTIAL

TROIA & TROIA, P.C.  
ATTORNEYS AT LAW

Mr. Christopher R. Held  
June 18, 1992  
Page 3

9. Entry No. 42 of the Base Abstract shows an easement reserved by Burlington Northern Railroad by Quit Claim Deed dated January 20, 1989, filed June 30, 1989, in Book 89, Page 26934 of the Pottawattamie County Recorder's Office.

10. Entry No. 9 of the Supplemental Abstract shows a Declaration of Covenants, Conditions, Restrictions and Easements made by Lake Manawa Centre Partnership, dated March 16, 1992, and recorded March 11, 1992 in Book 92, Page 21242 of the Pottawattamie County Recorder's Office.

11. Entry No. 10 of the Supplemental Abstract shows an easement by and between Burlington Northern Railroad Company and Lake Manawa Centre Limited Partnership, dated March 2, 1992 and recorded on March 11, 1992 in Book 92, Page 21249 of the Pottawattamie County Recorder's Office.

12. Entry No. 15 of the Supplemental Abstract shows Ordinance No. 4942 filed April 6, 1990, in Book 90 at Page 21105 of the Pottawattamie County Recorder's Office which amends the setback requirements for C-2 and C-3 Commercial Districts.

13. Entry No. 16 of the Supplemental Abstract shows Ordinance No. 4948 filed May 22, 1990, in Book 90 at Page 24925 of the Pottawattamie County Recorder's Office which amends the definition of Lot contained in §15.03.370 of the 1990 Municipal Code of Council Bluffs, Iowa.

14. Entry No. 20 of the Supplemental Abstract shows that the taxes for 1990 and prior years have all been paid, and that the general taxes for the year 1991 are unpaid.

15. Entry No. 18 of the Supplemental Abstract sets forth a note from the abstractor that it is no longer possible for the abstractor to certify as to Special Assessments and/or unpaid fees for services for sewer systems, storm water drainage systems, sewage treatment, solid waste collection, water and solid waste disposal, which have been certified to the County Treasurer for collection unless these charges have been entered on the tax books.

16. Entry No. 19 of the Supplemental Abstract provides that inasmuch as the Office of the County Treasurer indexes buildings on leased land and assessments for machinery and equipment in such a manner it is impossible to determine if there are any which would attach to the real estate on examination; and therefore the abstractor does not certify to those assessments.

93 16481

# COMPARED

TROIA & TROIA, P.C.  
ATTORNEYS AT LAW

Mr. Christopher R. Held  
June 18, 1992  
Page 4

17. Entry No. 21 of the Supplemental Abstract sets forth that no search was made of the bankruptcies filed subsequent to October 1, 1979.

Since the following cannot be determined by an examination of the abstract, your attention is called to the fact that you are required to take notice of the rights of all persons in possession of the real estate, other than the titleholder of record; any facts that would be disclosed by a survey; the right to file mechanic's lien against the premises for labor or materials furnished in connection with improvements thereon within 90 days from the furnishing of the last items; and any restrictions as to the building, occupancy or use contained in applicable or other city ordinances.

Very truly yours,

  
Carl J. Troia, Jr.  
FOR THE FIRM

CJT:srw  
CJT284.01

COMPARED

LEGAL DESCRIPTION  
LAKE MANAWA CENTRE SUBDIVISION  
TSA #318503

THAT PART OF THE SOUTHEAST ONE QUARTER AND THE NORTHEAST ONE QUARTER OF SECTION 12, TOWNSHIP 74 NORTH, RANGE 44 WEST OF THE 5TH P.M., AND THE WEST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 7, TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5TH P.M., ALL IN POTTAWATTAMIE COUNTY, IOWA TOGETHER WITH 34TH AVENUE (AIRPORT ROAD) ADJOINING SAID TRACTS, AND ALL BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 12; THENCE SOUTH  $00^{\circ}20'37''$  WEST (ASSUMED BEARING) FOR 975.74 FEET ALONG THE EAST LINE OF THE SOUTHEAST ONE QUARTER OF SAID SECTION 12; THENCE SOUTH  $22^{\circ}07'28''$  EAST FOR 804.93 FEET; THENCE SOUTHEASTERLY ALONG A 2804.93 FOOT RADIUS CURVE TO THE LEFT HAVING AN ARC LENGTH OF 892.28 FEET, A CHORD BEARING SOUTH  $31^{\circ}14'16''$  EAST, A CHORD LENGTH OF 888.52 TO THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY 92; THENCE SOUTH  $89^{\circ}28'31''$  WEST FOR 52.58 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE, SAID LINE BEING 150.0 FEET NORTH FROM AND PARALLEL TO THE CENTERLINE OF SAID HIGHWAY; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD FOR THE FOLLOWING SEVEN COURSES, SAID RAILROAD RIGHT-OF-WAY LINE BEING 50.0 FOOT NORTHEASTERLY FROM AND PARALLEL TO THE CENTERLINE OF THE MAIN TRACK: (1) THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 13,784.64 FEET, AN ARC DISTANCE OF 604.04 FEET, A CHORD BEARING NORTH  $47^{\circ}29'48''$  WEST AND A CHORD LENGTH OF 603.99 FEET; (2) THENCE NORTH  $48^{\circ}45'07''$  WEST FOR 2867.22 FEET; (3) THENCE ALONG A SPIRAL CURVE TO THE RIGHT HAVING A CHORD BEARING NORTH  $46^{\circ}11'35''$  WEST FOR 344.39 FEET; (4) THENCE ALONG A 1560.44 FOOT RADIUS CURVE TO THE RIGHT HAVING AN ARC DISTANCE OF 982.11 FEET, A CHORD BEARING OF NORTH  $24^{\circ}29'44''$  WEST, AND A CHORD LENGTH OF 965.99 FEET; (5) THENCE ALONG A SPIRAL CURVE TO THE RIGHT HAVING A CHORD BEARING NORTH  $02^{\circ}17'52''$  WEST FOR A CHORD LENGTH OF 344.39 FEET; (6) THENCE NORTH  $00^{\circ}14'20''$  WEST FOR 128.13 FEET; (7) THENCE ALONG A SPIRAL CURVE TO THE RIGHT HAVING A CHORD BEARING NORTH  $00^{\circ}06'17''$  EAST FOR A CHORD LENGTH OF 67.09 FEET; THENCE NORTH  $89^{\circ}47'24''$  EAST FOR 334.92 FEET; THENCE SOUTH  $00^{\circ}15'57''$  EAST FOR 142.58 FEET; THENCE NORTH  $89^{\circ}47'24''$  EAST FOR 921.50 FEET; THENCE SOUTH  $00^{\circ}12'36''$  EAST FOR 181.04 FEET; THENCE EASTERLY ALONG A 459.12 FOOT RADIUS CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 15.06 FEET; A CHORD BEARING SOUTH  $89^{\circ}21'46''$  WEST, FOR A CHORD LENGTH OF 15.06 FEET; THENCE SOUTH  $89^{\circ}41'50''$  EAST FOR 989.33 FEET; THENCE SOUTH  $00^{\circ}18'10''$  WEST FOR 1147.46 FEET ALONG THE EAST LINE OF THE WEST 61-1/2 ACRES OF THE EAST ONE-HALF OF THE NORTHEAST ONE QUARTER OF SAID SECTION 12; THENCE NORTH  $89^{\circ}59'57''$  EAST FOR 305.20 FEET ALONG THE SOUTH LINE OF THE NORTHEAST ONE QUARTER OF SAID SECTION 12 TO THE POINT OF BEGINNING EXCEPT FOR THAT PART OF THE SOUTHEAST ONE QUARTER OF SAID SECTION 12, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST HALF OF SECTION 12; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTH HALF A DISTANCE OF 919.65 FEET; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 66.0 FEET; THENCE EASTERLY PARALLEL WITH SAID NORTH LINE OF THE SOUTHEAST HALF A DISTANCE OF 272.53 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE CONTINUING EASTERLY PARALLEL WITH SAID NORTH LINE A DISTANCE OF 377.48 FEET; THENCE SOUTH  $00^{\circ}17'42''$  WEST A DISTANCE OF 741.84 FEET; THENCE NORTH  $48^{\circ}44'10''$  WEST A DISTANCE OF 499.92 FEET; THENCE NORTH  $00^{\circ}17'42''$  EAST A DISTANCE OF 412.12 FEET TO THE TRUE POINT OF BEGINNING.

THE SCHEMMER ASSOCIATES INC.  
ARCHITECTS-ENGINEERS-PLANNERS  
1044 NORTH 115TH STREET  
OMAHA, NEBRASKA 68154  
TSA PROJECT NO. 318503

COMPARED

CERTIFICATE AND RECEIPT

STATE OF IOWA, }  
Pottawattamie County, } ss.

The undersigned, Clerk of the City of Council Bluffs, Iowa, hereby certifies that:

the attached is a true and correct copy of Resolution 92-118, granting final

approval of Lake Manawa Centre Subdivision.

as the same appears of record in this office.

Witness my hand and seal of the City of Council Bluffs, Iowa, this 27 day of

October A. D., 19 92

Albarch Tabor  
Deputy Clerk of the City of Council Bluffs, Iowa.



COMPARED

RESOLUTION NO. 92-118

A RESOLUTION granting final plat approval of Phase I of Lake Manawa Centre Subdivision located on a tract of land containing approximately 104 acres in the NW 1/4 of Section 12, T 14 N, R 44 W of the 5th P.M., Pottawattamie County, Iowa.

WHEREAS, this City Council gave preliminary plan approval to the Lake Manawa Centre Subdivision in Resolution No. 92-105; and

WHEREAS, the final plat has been reviewed by the Community Development Department and has been found to be generally in conformance with Municipal Code Chapter 14.13; and

WHEREAS, the Community Development Department recommends approval of the final plat for Phase I of the Lake Manawa Centre Subdivision, subject to the following conditions:

1. Changes are incorporated into the final plat which reflect the concerns of the Public Works and Community Development Departments with regard to monumentation and easements.
2. Final construction plans shall be in accordance with City standards and specifications and approved by the City Engineer according to Chapter 14.12 of the Municipal Code, Completion of Required Improvements, Performance and Maintenance Guarantees.
3. The developer shall submit final cost estimates for all Phase I public improvements. These cost estimates shall be reviewed and approved by the City Engineer and Community Development Department.
4. A performance guarantee shall be required for all improvements beyond the City's contribution as outlined in development agreement. This amount will be based upon the itemized cost estimates outlined in Paragraph #3. The performance guarantee will be in a form approved the City Legal and Community Development Departments.
5. Documentation by the developer of temporary easement to assure access on 34th Avenue to adjacent property owners, continually throughout construction.

NOW, THEREFORE, BE IT RESOLVED  
BY THE CITY COUNCIL  
OF THE  
CITY OF COUNCIL BLUFFS, IOWA:

That the final plat approval of Phase I of the Lake Manawa Centre Subdivision is granted subject to the above conditions; and

BE IT FURTHER RESOLVED

That the Mayor and City Clerk are authorized and directed to endorse the final plat.

ADOPTED  
AND  
APPROVED June 8, 1992

Thomas P. Hanafan  
THOMAS P. HANAFAN Mayor

Attest:

Olga Mellano-Anderson  
OLGA MELLANO-ANDERSON City Clerk

Planning Case #SUB-92-004

CONFIDENTIAL

TERMINATION OF DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS

THIS TERMINATION OF DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS ("Termination") is given this 12 day  
of August, 1992, by LAKE MANAWA CENTRE LIMITED PARTNERSHIP, a  
Nebraska limited partnership ("Declarant").

WHEREAS, Declarant on March 9, 1992 executed a  
Declaration of Covenants, Conditions, Restrictions and Easements  
("Easement Agreement") which imposed certain easements, covenants,  
conditions and restrictions on the real estate described therein  
owned by Declarant and which was filed on March 11, 1992 in Book 92  
at Page 21242 of the Records of Pottawattamie County, Iowa; and

WHEREAS, Declarant desires to terminate the Easement  
Agreement;

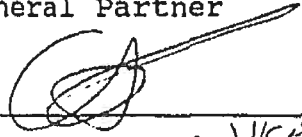
NOW, THEREFORE, in consideration of One Dollar (\$1.00)  
and other good and valuable consideration, the receipt, sufficiency  
and adequacy of which is hereby acknowledged, Declarant being the  
owner of all the real estate described in the Easement Agreement  
does hereby terminate the Easement Agreement.

IN WITNESS WHEREOF, the Declarant has executed this  
Termination on the day and year first written above.

"LAKE MANAWA"

LAKE MANAWA CENTRE LIMITED  
PARTNERSHIP, a Nebraska limited  
partnership

By: LAKE MANAWA CENTRE, INC.  
a Nebraska corporation,  
General Partner

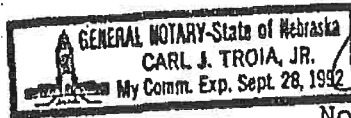
By:   
\_\_\_\_\_, VICE President



COMPANION

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

Before me, the undersigned, a notary public in and for said county and state, on this 12 day of August, 1992, personally appeared CHRIS HELD, to me known to be the identical person who executed the within and foregoing instrument as Vice President of Lake Manawa Centre, Inc., a Nebraska corporation, and acknowledged to me that he executed the same as his free and voluntary act and deed, and the free and voluntary act and deed of the corporation for the uses and purposes therein set forth.



*Carl J. Troia, Jr.*  
\_\_\_\_\_  
Notary Public

CJT160.06/07/09/92

93 1648'7

CONFIDENTIAL

(6)

DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS ("DECLARATION") is made and entered into on this 12 day of August, 1992 by LAKE MANAWA CENTRE LIMITED PARTNERSHIP, a Nebraska limited partnership ("Declarant").

WHEREAS, Declarant is the owner of certain real property located in the City of Council Bluffs, Pottawattamie County, State of Iowa which is more particularly described on Exhibit "A" attached hereto and hereinafter referred to as "Tract A";

WHEREAS, Declarant is the owner of certain real property located in the City of Council Bluffs, Pottawattamie County, State of Iowa which is more particularly described as Lot One (1) LAKE MANAWA CENTRE SUBDIVISION ("Lot 1") and Lot Seven (7) LAKE MANAWA CENTRE SUBDIVISION ("Lot 7") and Lot 1 and Lot 7 are hereinafter collectively referred to as "Tract B";

NOW, THEREFORE, Declarant hereby declares the above-described tracts shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for purposes of enhancing and protecting the value, desirability and attractiveness of said tracts. All such easements, covenants, restrictions and conditions shall run with the tracts and shall be binding on all parties having or acquiring any right, title or interest in the above-described tracts or any part thereof, and shall inure to the benefit of each owner thereof.

1. Building Location Restriction. For a period of five (5) years from the date hereof, no building or other structure shall be constructed or maintained within that portion of Lot 1 constituting the north 200 feet of Lot 1.
2. Drive Easement. Declarant hereby reserves for the benefit of that portion of Tract A legally described as Lot Four (4) LAKE MANAWA CENTRE SUBDIVISION ("Lot 4") a non-exclusive easement for ingress and egress to Lot 4 over and across a portion of Lot 1 more particularly described as follows: Commencing at the northeast corner of Lot 4 thence east along a line which is parallel to 32nd Avenue a distance of thirty (30) feet to a point, thence south along a line which is parallel to the east line of Lot 4 a distance of three hundred (300) feet to a point thence west along a line which is parallel to 32nd Avenue a distance of thirty (30) feet to a point which is the southeast corner of Lot 4 thence north along the east line of Lot 4 a distance of three hundred (300) feet to the point of beginning ("Easement Area") for the benefit of Lot 4. Notwithstanding the above, the owner of Lot 4 shall be limited to two (2) access points from the Easement Area onto Lot 4 each of which shall not be

# COMPASS

wider than thirty (30) feet. Prior to the sale or lease of Lot 4, the owner of Lot 4 shall be obligated to construct and maintain, at its sole cost and expense, a paved surface similar in quality to the other paved surfaces which are now or hereinafter located on Lot 1. At the time of sale or lease of Lot 4, the then owner of Lot 4 shall reimburse the Lot 1 owner fifty percent (50%) of the actual costs incurred by the Lot 1 owner in the construction of the paved surface located within the Easement Area within thirty (30) days of the Lot 4 owners receipt of written demand from the owner of Lot 1 which written demand shall be accompanied by copies of paid invoices and the method by which the Lot 4 owners portion was determined. Additionally, the owner of Lot 4 shall from and after the sale or lease of Lot 4, be responsible for fifty percent (50%) of the actual common area costs of maintenance and repair of the Easement Area. Common area costs shall include the cost of repairing, replacing and maintaining common areas, restriping the parking lot, lawn and landscape care, lighting for common areas, maintaining common area signs, cleaning and snow removal of common areas and liability insurance. The owner of Lot 1 shall maintain said common area in good condition and repair and shall furnish the owner of Lot 4 with a certified statement of prorations made by the owner of Lot 1 for common area maintenance.

3. Maintenance of Detention Cells. Except as otherwise provided below, each owner of any portion of Tract A or Tract B, at its own cost and expense, shall maintain in good order, condition and repair any and all detention/retention cells located on their property comprising any portion of Tract A or Tract B. All such permanent or temporary retention/detention cells located upon either Tract A or Tract B are for the use and benefit of all owners of any portion of Tract A or Tract B and Declarant does hereby grant to all owners of Tract A or Tract B a non-exclusive perpetual right and easement to drain the surface and subsurface flow from either Tract A or Tract B into any or all of the detention/retention facilities located on Tract A or Tract B. So long as Declarant, Dial REIT, Inc., a Maryland corporation or any successor appointed by either of them is the owner of any portion of Tract A, said party shall have the right but not the obligation to maintain any and all water retention/detention cells located on either Tract A or Tract B or any portion thereof. In the event Declarant, Dial REIT, Inc., a Maryland corporation or any successor appointed by either of them incurs any cost or expense with respect to the maintenance of any portion of the various retention/detention cells located on either Tract A or

# COMPANIES

Tract B, said parties shall have the right to obtain reimbursement of said actual costs and expenses together with an administrative fee equal to ten percent (10%) from all of the owners of any portion of Tract A or Tract B based upon a ratio, the numerator of which is the finished square footage of improvements located on a particular parcel and the denominator of which is the aggregate finished square footage of all improvements located on Tract A and Tract B.

4. Enforcement. Enforcement of these covenants, restrictions, easements shall be made by any proceeding at law or in equity against any person or persons violating or attempting to violate any provision, either to restrain violation, mandate compliance or to recover damages; and failure by any owner to enforce any provision hereof shall in no event be deemed a waiver of the right to do thereafter.
5. Severability. Invalidation of any one of these provisions by a judgement or court order shall in no way affect any other provision which shall remain in full force and effect.
6. Duration. The provision of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by each owner of any land subject to this declaration, their respective legal representatives, heirs, successors, and assigns.
7. Notices. Any notice shall be deemed to have been properly sent when mail, postage pre-paid, to the last known address of the person who appears as the current owner on the deed records in Pottawattamie County, Iowa.
8. Governing Law. This declaration is made in and shall be construed pursuant to the laws of the State of Iowa.

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

"DECLARANT"

LAKE MANAWA CENTRE LIMITED  
PARTNERSHIP, a Nebraska limited  
partnership

By: Lake Manawa Centre, Inc., a  
Nebraska corporation

By:   
CHRIS REED, VICE President

# COMPARED

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

Before me, the undersigned, a notary public in and for said county and state, on this 12 day of August, 1992, personally appeared CHRIS HELO, to me known to be the identical person who executed the within and foregoing instrument as Vice President of Lake Manawa Centre, Inc., a Nebraska corporation, and acknowledged to me that he executed the same as his free and voluntary act and deed, and the free and voluntary act and deed of the corporation for the uses and purposes therein set forth.



*Carl J. Troia, Jr.*  
\_\_\_\_\_  
Notary Public

COMPARED

EXHIBIT "A"

Lots 2, 3, 3A, 4, 5, 6, 8, 9, 10 and B,  
LAKE MANAWA CENTER ~~RE~~ SUBDIVISION  
RE

AND

Those portions of the W 1/2 NW 1/2 SE 1/2 and the W 1/2 SW 1/2 SE 1/2 of Section 1, T74N, R44W, 5th P.M., Pottawattamie County, Iowa, described as follows:

Beginning at a point on the South line of said Section 1 distant 50.0 feet Easterly of, as measured at right angles to, Burlington Northern Railroad Company's Main Track centerline, as now located and constructed; thence Easterly along said South line a distance of 447.31 feet to the point of intersection with the East line of the W 1/2 SW 1/2 SE 1/2 of said Section 1; thence Northerly along said East line to the point of intersection with Norfolk and Western Railway Company's (formerly Wabash Railway Company's) Southwest right-of-way line; thence Northwesterly along said Southwest right-of-way line to the point of intersection with a line drawn concentric with and distant 50.0 feet Northeasterly of, as measured radially to, said Burlington Northern Railroad Company's Main Track centerline; thence Southeasterly along said concentric line to the Point of Beginning.

CONFIDENTIAL

Council Bluffs, Iowa

EASEMENTS WITH COVENANTS AND  
RESTRICTIONS AFFECTING LAND ("ECR")

THIS AGREEMENT is made as of the 1st day of August, 1998 between WAL-MART STORES, INC., a Delaware corporation, of 702 S.W. Eighth Street, Bentonville, Arkansas 72716 ("Wal-Mart"), Lake Manawa Centre Limited Partnership, a Nebraska limited partnership, of 11506 Nicholas Street #200, Omaha, NE 68154 ("Developer").

W I T N E S S E T H :

WHEREAS, Wal-Mart is the owner of Tract 1 as shown on the plan attached hereto as Exhibit A hereof, also shown as Lots 2, 3 and 3A, said tract being more particularly described in Exhibit B attached hereto;

WHEREAS, Developer is the owner of Tract 2 and the Outparcel(s) shown on the plan attached hereto as Exhibit A hereof, also shown as Lots 4-17, the same being more particularly described in Exhibit C hereof;

WHEREAS, Wal-Mart and Developer desire that Tracts 1 and 2 be developed in conjunction with each other pursuant to a general plan of improvement to form a commercial Shopping Center (sometimes hereinafter referred to as the "Shopping Center"), and further desire that said tracts and the Outparcel(s) be subject to the easements and the covenants, conditions and restrictions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, Wal-Mart and Developer do hereby agree as follows:

1. Building/Common Areas.

- a. "Building Areas" as used herein shall mean that portion of Tract 1 and those portions of Tract 2 shown on Exhibit A as those areas included within the building envelope as shown on Lots 2, 3, 16 and 17, and those areas included within the setback lines as shown on Lots 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, and 15. Building sizes on Lots 4-15 shall be limited to those sizes specified on each lot. Canopies may encroach from the Building Areas over the Common Areas provided the canopies do not interfere with the use of the Common Areas.

# COMPETING BUSINESS

- b. "Common Areas" shall be all of Tracts 1 and 2 except the Building Areas. Common Areas shall also include the detention area of approximately 16 acres to the south of Tract 1 and 2, landscape areas at the entrances, roadways and railroad crossings.
- c. Conversion to Common Areas: Those portions of the Building Areas on each tract which are not from time to time used or cannot, under the terms of this Agreement (including Paragraph 6a[3]), be used for buildings shall become part of the Common Area for the uses permitted hereunder and shall be improved, kept and maintained as provided herein.

2. Use. Buildings in the Shopping Center shall be used for commercial purposes of the type normally found in a retail shopping center including, without limitation, financial institutions, service shops, offices, and retail stores. No cafeteria, restaurant, theatre, bowling alley, billiard parlor, night club or other place of recreation or amusement, or any business serving alcoholic beverages shall occupy space in a building within 300 feet of Wal-Mart's building without the prior written consent of Wal-Mart. However, a theatre can be built on Lot 15 only so long as the theatre building is at least 300 feet north of the centerline of 32nd Avenue and theatre parking shall be contained on Lots 6 and 15. Developer recognizes that said businesses may inconvenience Wal-Mart's customers and adversely affect Wal-Mart's business. Notwithstanding anything to the contrary contained herein it is expressly agreed that nothing contained in this Agreement shall be construed to contain a covenant, either express or implied, to either commence the operation of a business or thereafter continuously operate a business by Wal-Mart on Tract 1. Developer recognizes and agrees that Wal-Mart may, at Wal-Mart's sole discretion and at any time during the term of this Agreement, cease the operation of its business on Tract 1; and Developer hereby waives any legal action for damages or for equitable relief which might be available to Developer because of such cessation of business activity by Wal-Mart.

3. Competing Business. Developer covenants that as long as Wal-Mart, or any affiliate of Wal-Mart, is the user of Tract 1, either as owner or lessee, no space in or portion of Tract 2 or 3 and no space in or portion of any other real property adjacent to the Shopping Center which may subsequently be acquired by Developer, shall be leased or occupied by or conveyed to K-Mart, Target, Shopko,



CONFIDENTIAL

or Venture. In the event of a breach of this covenant, Wal-Mart shall have the right to terminate this Agreement and to seek any and all remedies afforded by either law or equity.

4. Buildings.

- a. Design and Construction. The Buildings Areas shall be designed so that the exterior elevation of each shall be architecturally and aesthetically compatible and so that building wall footings shall not encroach from one tract onto another tract except as provided for in Subsection d. below. The design and construction shall be of high quality. No building shall exceed thirty-five feet (35') in height above finished grade except those on Lots 13 and 14 which are permitted for two story use. No building shall have a metal exterior.
- b. Location. No building shall be constructed on Tracts 1 and 2 (as either immediate development or future expansion) except within the Building Areas and no improvements or alterations which substantially vary from those shown on Exhibit A may be made without the prior written consent of Wal-Mart. The front wall(s) of the building(s) on Tracts 1 and 2 shall be constructed within the locations shown in Exhibit A.
- c. Fire Protection. Any building constructed in the Shopping Center shall be constructed and operated in such a manner which will preserve the sprinklered rate on the other buildings in the Shopping Center.
- d. Easements. In the event building wall footings encroach from one tract onto another, despite efforts to avoid that occurrence, the party onto whose tract the footings encroach shall cooperate in granting an encroachment permit or easement to the party whose building wall footings encroach.
- e. Outparcel(s) Development. The Outparcel(s), which include all Lots except 13, 14, 15, 16 and 17, shall be developed only under the following guidelines:
- (1) The building constructed on the Outparcel(s) shall not exceed twenty-two (22) feet in height, as measured from the mean finished elevation of the parking area of the Shopping Center;

- (2) Any buildings to be constructed on the Outparcel(s) shall be limited to those sizes specified on each Lot as shown on Exhibit A.
- (3) Any rooftop equipment shall be screened in a manner satisfactory to the Developer;
- (4) No rooftop sign shall be erected on the building constructed;
- (5) No freestanding identification sign may be erected on the Outparcel(s) without approval of the Developer, and in no event shall such freestanding identification sign exceed the height of the shopping center pylon sign or block the visibility of the Wal-Mart Store. Notwithstanding the foregoing, there may be erected entrance-exit signs to facilitate the free flow of traffic, which entrance-exit signs shall be of a monument type, not to exceed 3'3" in height, the type and location of such signs to be approved by Developer.
- (6) No improvements shall be constructed, erected, expanded or altered on the Outparcel(s) until the plans for same (including site layout, exterior building materials and colors and parking) have been approved in writing by Developer. No building or structure of any kind shall be erected on the Outparcel(s) except upon that area designated as a building area on the Site Plan; provided, there may be constructed and maintained a canopy or canopies projecting from said building area; normal foundations and doors for ingress and egress may project from such building area; and signs may be erected upon said canopy or canopies, so long as said signs do not obstruct the signs of any other owner or tenant of the Shopping Center.
- (7) In developing and using the Outparcel(s), the owner of the Outparcel(s) shall continuously provide and maintain a parking ratio on such Outparcel(s) equal to one of the following: (i) fifteen (15) spaces for every one thousand (1,000) square feet of building space for any restaurant or entertainment use in excess of five thousand (5,000) square

feet, (the same ratio shall be provided for a McDonald's Restaurant, notwithstanding a building footprint of less than five thousand (5,000) square feet); or (ii) ten (10) spaces for every one thousand (1,000) square feet of building space for any restaurant or entertainment use less than five thousand (5,000) square feet (subject to the exception above); or (iii) six (6.0) spaces per one thousand (1,000) square feet of building space for any other use. In addition, the owner shall cause landscaping areas to be added and maintained in conjunction with any building or other improvement constructed on the Outparcel(s).

- (8) The Outparcel(s) shall be kept neat, orderly, planted in grass and trimmed until improved and constructed.
- (9) Subject to the prior written consent of Developer, any building, structure or improvement on the Outparcel(s) shall be used for retail or commercial purposes only, however, no building, structure or improvement on the Outparcel(s) may be used as a theater, night club, bowling alley, health spa, cafeteria, billiard parlor or other place of recreation or amusement, or as a business serving or selling alcoholic beverages except as an incidental use to the primary business being conducted thereon, or as a discount department store or a variety, general or "dollar" store. However, a cafeteria of any size shall be permitted on Lots 4 or 6 so long as a parking ratio of fifteen (15) spaces per 1000 square feet of building area is provided.
- (10) The owner(s) of the Outparcel(s) or Developer shall maintain comprehensive public liability insurance, property damage and all-risk hazard insurance on the Outparcel(s) their buildings, appurtenances and other improvements located thereon. Such insurance shall (i) be carried with reputable companies licensed to do business in the state in which the Outparcel(s) are located; (ii) have liability limits of at least \$1,000,000.00 for each occurrence, bodily injury and property damage combined; (iii) provide for full replacement

# COMPARIS

value for the buildings and improvements covered thereunder and (iv) not be subject to change, cancellation or termination without at least thirty (30) days prior written notice to Developer.

## 5. Common Areas.

a. Grant of Easements. Each party, as grantor, hereby grants to the other party, as grantees, and to the agents, customers, invitees, licensees, tenants and employees of grantees, a nonexclusive easement over, through and around their respective tracts for roadways, walkways, ingress and egress, parking of motor vehicles, loading and unloading of commercial and other vehicles, and the use of facilities installed for the comfort and convenience of customers, invitees, licensees, tenants and employees of all businesses and occupants of the buildings constructed on the Building Areas defined above. In addition to the foregoing, Wal-Mart and Developer hereby grant for the benefit of those certain Outparcel(s) now owned by Developer and identified on Exhibit C, nonexclusive easements for vehicular and pedestrian access, ingress, and egress over and across Tract 1 and Tract 2; provided, however, in no event shall the owner occupant, licensee or invitee of any of the Outparcel(s) be permitted to use Tract 1 or Tract 2 for vehicular parking or for any other purpose other than as described above.

## b. Limitations on Use.

(1) Customers. Each party shall use reasonable efforts to ensure that customers and invitees shall not be permitted to park on the Common Areas except while shopping or transacting business on Tracts 1 and 2.

(2) Employees. Each party shall use reasonable efforts to ensure that employees shall not park on the Common Areas, except in areas designated on Exhibit A as "employee parking areas," if any. The parties hereto may from time to time mutually designate and approve "employee parking areas" not shown on Exhibit A.

(3) General. Any activity within the Common Areas other than its primary purpose of the Common Areas, which is to provide for parking for the customers, invitees and employees of those businesses conducted with the Building Areas and for the servicing and supplying of such businesses, shall be permitted so long as such activity shall not unreasonably interfere with such primary purpose. Persons using the Common Areas in accordance with this Agreement shall not be charged any fee for such use.

c. Utility and Service Easements. The parties shall cooperate in the granting of appropriate and proper easements for the installation, repair and replacement of storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of the Shopping Center and the Outparcel(s). Both parties shall use their best efforts to cause the installation of such utility and service lines prior to paving of the Common Areas. No such lines, sewers, utilities or services of one party shall be installed within the Building Areas on the other party's parcel.

d. Water Flow. Any alteration in the natural water flow which may occur as a natural consequence of normal construction activities and the existence of the party's improvements substantially as shown on Exhibit A (including without limitation building and building expansion, curbs, drives and paving) shall be permitted.

6. Development, Maintenance, and Taxes.

a. Development.

(1) Arrangement. The arrangement of the Common Areas shall not be changed in a manner inconsistent with the provisions of this Agreement.

(2) "Parking Area" Ratio. Each party hereto agrees that at all times there shall be independently maintained on each tract parking area sufficient to accommodate not fewer than five and one-half (5.5) car spaces for each one thousand (1,000) square feet of Building Area on such tract.

# COMPARED

(3) Development Timing. Concurrent with any building being constructed within the Building Areas of either tract by the owner of said tract (the "Developing Party"), the Common Areas of that tract shall be developed in accordance with Exhibit A at the expense of such Developing Party. In the event such construction by the Developing Party shall occur prior to the development of the other tract, the Developing Party shall have the right to grade, pave and use any portion of the Common Areas of the non-developing party's tract for access and for construction of, but not limited to, drainage structures and utility lines as is necessary to provide essential services to the Developing Party's tract. The Developing Party shall present an itemized statement of expenses incurred in the construction of said improvements to and upon the non-developing party's tract, and the non-developing party agrees to reimburse the Developing Party for such costs within thirty (30) days of receipt thereof.

b. Maintenance.

(1) Standards. Following completion of the improvements on the Common Areas, the parties hereto shall maintain the Common Areas in good condition and repair. The maintenance is to include, without limitation, the following:

- (a) Maintaining the 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 in quality, use, and durability;
- (b) Removing all papers, ice and snow, mud and sand, 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) Placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines;

# COMPARED

- (d) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required;
  - (e) Maintaining all perimeter and exterior building walls including but not limited to all retaining walls in a good condition and state of repair; and
  - (f) Maintaining, mowing, weeding, trimming and watering all landscaped areas and making such replacements of shrubs and other landscaping as is necessary.
  - (g) Maintaining all detention cells including those areas to the south of Tracts 1 and 2.
  - (h) Maintaining the railroad crossings at 30th and 32nd Avenue and the overpass, including public liability insurance.
  - (i) Maintaining the landscape entrances to the project at 30th and 32nd Avenue and at the public roadways.
- (2) Expenses. The respective owners shall pay the maintenance expense of their tracts.
- (3) By Agent. Subject to the mutual agreement of the parties hereto, a third party may be appointed as an agent of the parties to maintain the Common Areas in the manner as above outlined. Said third party may receive for such agency a fee that is mutually acceptable to all parties to cover supervision, management, accounting and similar fees, which sums are to be included in the general maintenance expense paid by the respective owners of the Common Areas.
- (4) Specific common areas to be maintained by the project. The parties agree that maintenance of the detention areas (including the approximate 16 acres to the south of Tracts 1 and 2) railroad crossings and public liability insurance for said crossings, and common area landscape areas on the roadways and at the entrances to the project at 30th and 32nd Avenue, as identified on Exhibit D, shall be maintained by a third party agent as specified in paragraph 6 b.(3). The

expense shall be shared by all lot owners on the following prorata basis:

- Tract 1 (38.6 ac.) : 40.0 %
- Tract 2 (58.1 ac.) : 60.0 %

This function may be performed by a Municipal Improvement District (M.I.D.) run by a district board and funded through the process of CAM assessments.

c. Taxes. Each of the parties hereto agrees to pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied against that part of the Common Areas owned by it.

7. Signs. No sign shall be located on the Common Areas on Tracts 1 and 2 except signs advertising businesses conducted thereon, of which, there shall be no more than two (2) signs on the Common Areas on Tract 1 and four (4) signs on the Common Areas on Tract 2. No signs shall obstruct the ingress and egress shown on Exhibit A.

8. Indemnification/Insurance.

a. Indemnification. Each party hereby indemnifies and saves the other party harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or from its own tract, except if caused by the act or negligence of the other party hereto.

b. Insurance.

(1) Wal-Mart and the Developer (for Tract 2 and the Outparcel(s) until such time as the Outparcel(s) are sold or leased to other parties who shall thereby assume this obligation) shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property, each party's insurance to afford protection to the limit of not less than \$1,000,000.00 for injury or death of a single person, and to the limit of not less than \$1,000,000.00 for any one occurrence, and to the limit of not



less than \$100,000.00 for property damage. Each party shall provide the other party with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party which may cover other property in addition to the property covered by this Agreement. Such insurance shall provide that the same may not be cancelled without ten (10) days prior written notice to the other party.

(2) At all times during the term of this Agreement, each party shall keep improvements on its property insured against loss or damage by fire and other perils and events as may be insured against under the broad form of Uniform Extended Coverage Clause in effect from time to time in the state in which the parties' respective properties are located, with such insurance to be for the full replacement value of the insured improvements.

(3) Policies of insurance provided for in this Paragraph 8 shall name Wal-Mart and Developer as insureds as their respective interests may appear, and each of them shall provide to the other certificates evidencing the fact that such insurance has been obtained.

(4) Wal-Mart for itself and its property insurer hereby releases Developer, and Developer for itself and its property insurer hereby releases Wal-Mart from and against any and all claims, demands, liabilities or obligations whatsoever for damage to each other's property or loss of rents or profits of either Wal-Mart or Developer resulting from or in any way connected with any fire or other casualty whether or not such fire or other casualty shall have been caused by the negligence or the contributory negligence of the party being released or by any agent, associate or employee of the party being released, this release being to the extent that such damage or loss is covered by the property insurance which the releasing party is obligated hereunder to carry, or, if the releasing party

is not carrying that insurance, then to the extent such damage or loss would be covered if the releasing party were carrying that insurance.

(5) Notwithstanding anything to the contrary contained in this Paragraph 8, so long as the net worth of Wal-Mart shall exceed One Hundred Million Dollars (\$100,000,000.00), and so long as Wal-Mart is owner or Lessee of Tract 1, Wal-Mart shall have the right to retain the financial risk for up to One Million Five Hundred Thousand Dollars, (\$1,500,000.00) per claim.

9. Eminent Domain.

- a. Owner's Right To Award. Nothing herein shall be construed to give either party any interest in any award or payment made to the other party in connection with any exercise of eminent domain or transfer in lieu thereof affecting said other party's tract or giving the public or any government any rights in said tract. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Common Areas located on Tracts 1 and 2, the award attributable to the land and improvements of such portion of the Common Areas shall be payable only to the owner thereof, and no claim thereon shall be made by the owners of any other portion of the Common Areas.
- b. Collateral Claims. All other owners of the Common Areas may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and improvements taken from another owner.
- c. Tenant's Claim. Nothing in this Paragraph 9 shall prevent a tenant from making a claim against an owner pursuant to the provisions of any lease between tenant and owner for all or a portion of any such award or payment.
- d. Restoration Of Common Areas. The owner of any portion of the Common Areas so condemned shall promptly repair and restore the remaining portion of the Common Areas within its respective tract as nearly as practicable to the condition of the same immediately prior to such condemnation or transfer, to the extent that the

proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from any other owner.

10. Rights And Obligations Of Lenders. If by virtue of any right or obligation set forth herein a lien shall be placed upon the tract of either party hereto, such lien shall expressly be subordinate and inferior to the lien of any first lienholder now or hereafter placed on such tract. Except as set forth in the preceding sentence, however, any holder of a first lien on Tracts 1 or 2, and any assignee or successor in interest of such first lienholder, shall be subject to the terms and conditions of this Agreement.

11. Expansion Of Shopping Center. The parties agree that in the event the Shopping Center is expanded by ownership, control of the parties or agreement with a third party, all of the provisions of this Agreement shall apply to the expanded area and the parking to the building ratio in the expanded area shall not be less than that provided in Paragraph 6a(2).

12. Release from Liability. Any person acquiring fee or leasehold title to Tracts 1 or 2, or any expansion of the Shopping Center pursuant to Paragraph 11 or any portion thereof, shall be bound by this Agreement only as to the tract or portion of the tract acquired by such person. In addition, such person shall be bound by this Agreement only during the period such person is the fee or leasehold owner of such tract or portion of the tract, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this paragraph, the easements, covenants and restrictions in this Agreement shall continue to be benefits to and servitudes upon said tracts running with the land.

13. Breach. In the event of breach or threatened breach of this Agreement, only all record owners of Tract 1 as a group, or all record owners of Tract 2 as a group, or Wal-Mart so long as it or any affiliate has an interest as owner or lessee of Tract 1 or Developer so long as it or any affiliate has an interest as owner or lessee of Tract 2, shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. The unsuccessful party in any action shall pay to the prevailing party a reasonable sum for attorney's fees, which shall be deemed to have accrued on the date such action was filed.

## COMPARED

14. Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

15. Document Execution, Modification and Cancellation. It is understood and agreed that until this document is fully executed by both Developer and Wal-Mart there is not and shall not be an agreement of any kind between the parties hereto upon which any commitment, undertaking or obligation can be founded. This Agreement (including exhibits) may be modified or cancelled only by the mutual agreement of Wal-Mart as long as it or its affiliate has any interest as either owner or lessee of Tract 1, and Developer, as long as it or its affiliate has any interest as either owner or lessor of Tract 2.

16. Non-Merger. So long as Wal-Mart or its affiliate is owner or lessee of Tract 1, this Agreement shall not be subject to the doctrine of merger.

17. Duration. Unless otherwise cancelled or terminated, all of the easements granted in this Agreement shall continue in perpetuity and all other rights and obligations hereof shall automatically terminate and be of no further force and effect after ninety-nine (99) years from the date hereof.

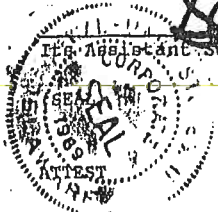
18. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

COMPLETED

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

ATTEST



Roy M. M...  
Its: Not. Secretary

(SEAL)

WAL-MART STORES, INC.  
a Delaware Corporation

[Signature]  
Its Asst. Vice President of Real Estate

"Wal-Mart"

LAKE MANAWA CENTRE LIMITED PARTNERSHIP  
a Nebraska limited partnership

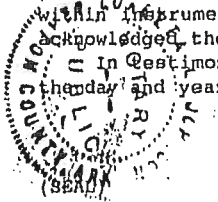
By [Signature]  
Its: Vice President

"Developer"

C O R P O R A T E A C K N O W L E D G M E N T

STATE OF ARKANSAS )  
                          ) SS  
COUNTY OF BENTON )

Be it remembered that on this 10<sup>th</sup> day of June, 1992, before me a notary public in and for the county and state aforesaid, came Michael R. Nelson, Assistant Vice President of Real Estate of Wal-Mart Stores, Inc., a corporation, who is personally known to me to be the person who executed as such officer the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation. In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year last above written.



Sarah L. Johnson  
Notary Public  
My Commission Expires July 10, 1993

My commission expires 7-19, 1993.

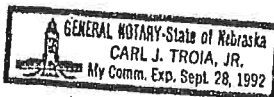
P A R T N E R S H I P A C K N O W L E D G M E N T

STATE OF NEBRASKA )  
                          ) SS  
COUNTY OF DUGLASS )

Be it remembered that on this 12 day of August, 1992, before me a notary public in and for the county and state aforesaid, came ROBERT L. WELSHED, VICE PRESIDENT OF LAKE MANAWA CENTRE, INC of Lake Manawa Center Limited Partnership, a partnership, who is personally known to me to be such partner, and who is personally known to me to be the person who executed as such partner the within instrument of writing on behalf of such partnership, and such person duly acknowledged the execution of the same to be the act and deed of said partnership.

In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year last above written.

(SEAL)



Carl J. Troia, Jr.  
Notary Public

My commission expires \_\_\_\_\_, 19\_\_.

# COMPARED

## Tract 1

Wal-Mart Stores, Inc., a Delaware corporation, as owner of the following described real estate:

Lot Two (2), Three (3), and Three A (3A) of Lake Manawa Centre Subdivision, a subdivision located in the City of Council Bluffs, Pottawatomie County, Iowa.

Exhibit B  
to  
Easements with Covenants and  
Restrictions Affecting Land ("ECR")

93 165<sup>08</sup>.

CONFIDENTIAL

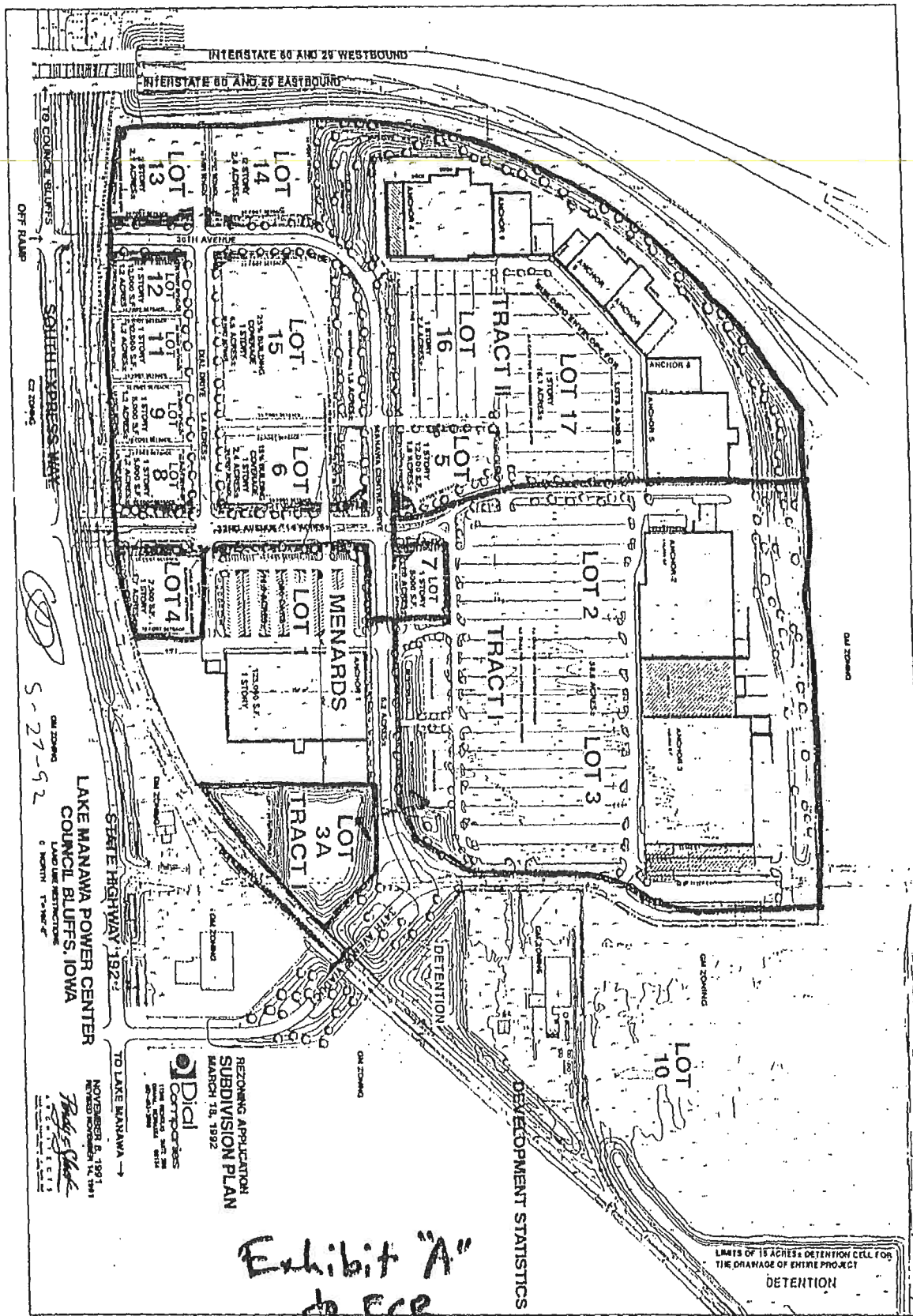


Exhibit "A" to ECR

93 16513

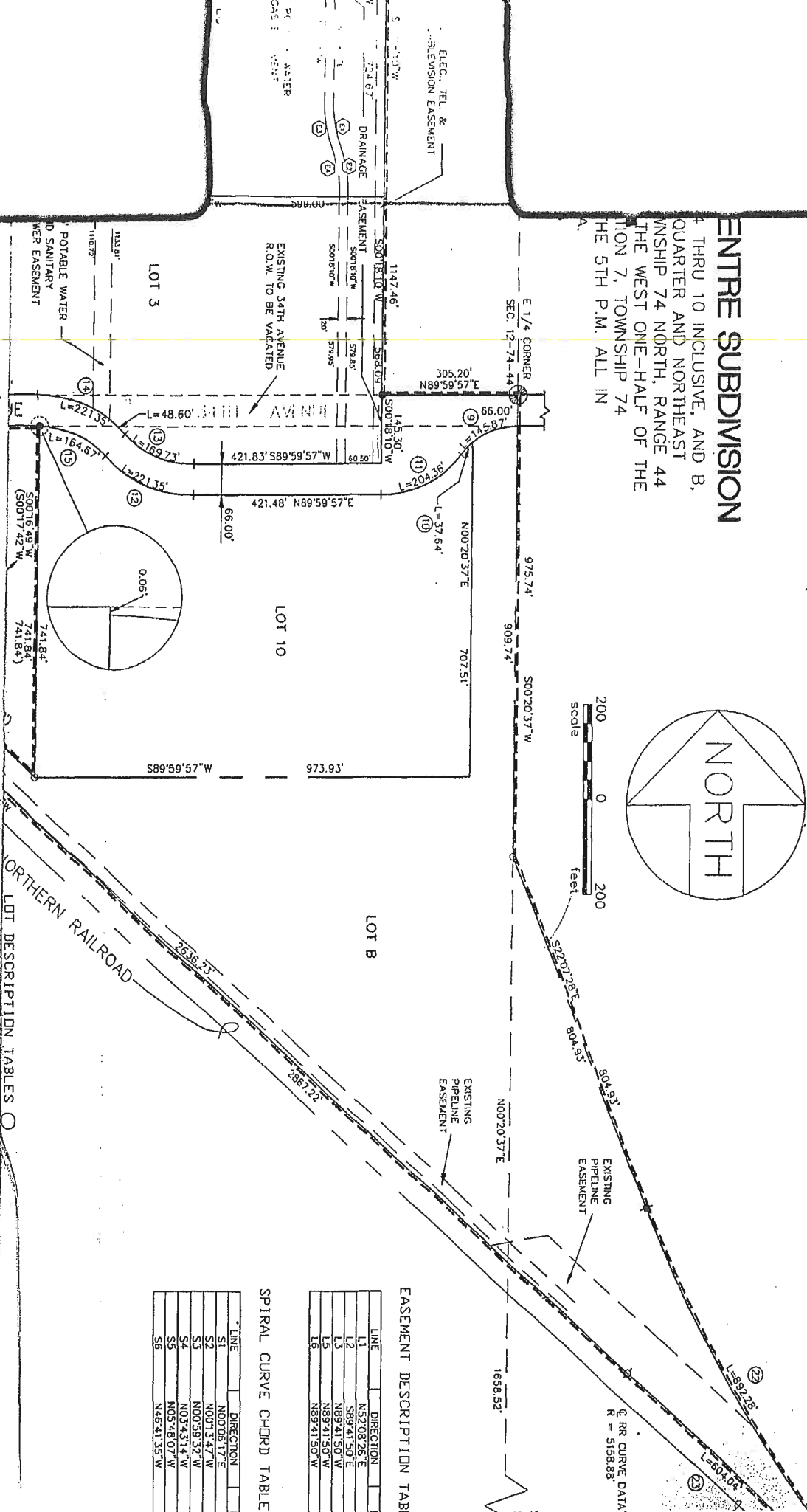
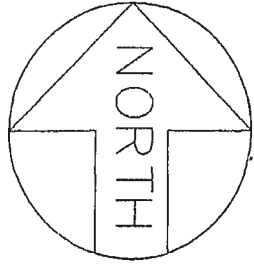
COMPANY

93 16514

S 1/4 CORNER  
SEC 7-74-43

**ENTIRE SUBDIVISION**

THRU 10 INCLUSIVE, AND B,  
QUARTER AND NORTHEAST  
RANGE 74 NORTH, RANGE 44  
THE WEST ONE-HALF OF THE  
SECTION 7, TOWNSHIP 74  
RANGE 74, TOWNSHIP 74  
RANGE 74, ALL IN



EASEMENT DESCRIPTION TABLE

LINE	DIRECTION
L1	N52°08'26"E
L2	S89°41'50"E
L3	N89°41'50"W
L4	N89°41'50"W
L5	N89°41'50"W
L6	N89°41'50"W

SPIRAL CURVE CHORD TABLE

LINE	DIRECTION
S1	N00°08'17"E
S2	N00°18'47"W
S3	N00°39'32"W
S4	N03°45'14"W
S5	N05°48'07"W
S6	N46°41'35"W

NORTHERN RAILROAD  
LOT DESCRIPTION TABLE

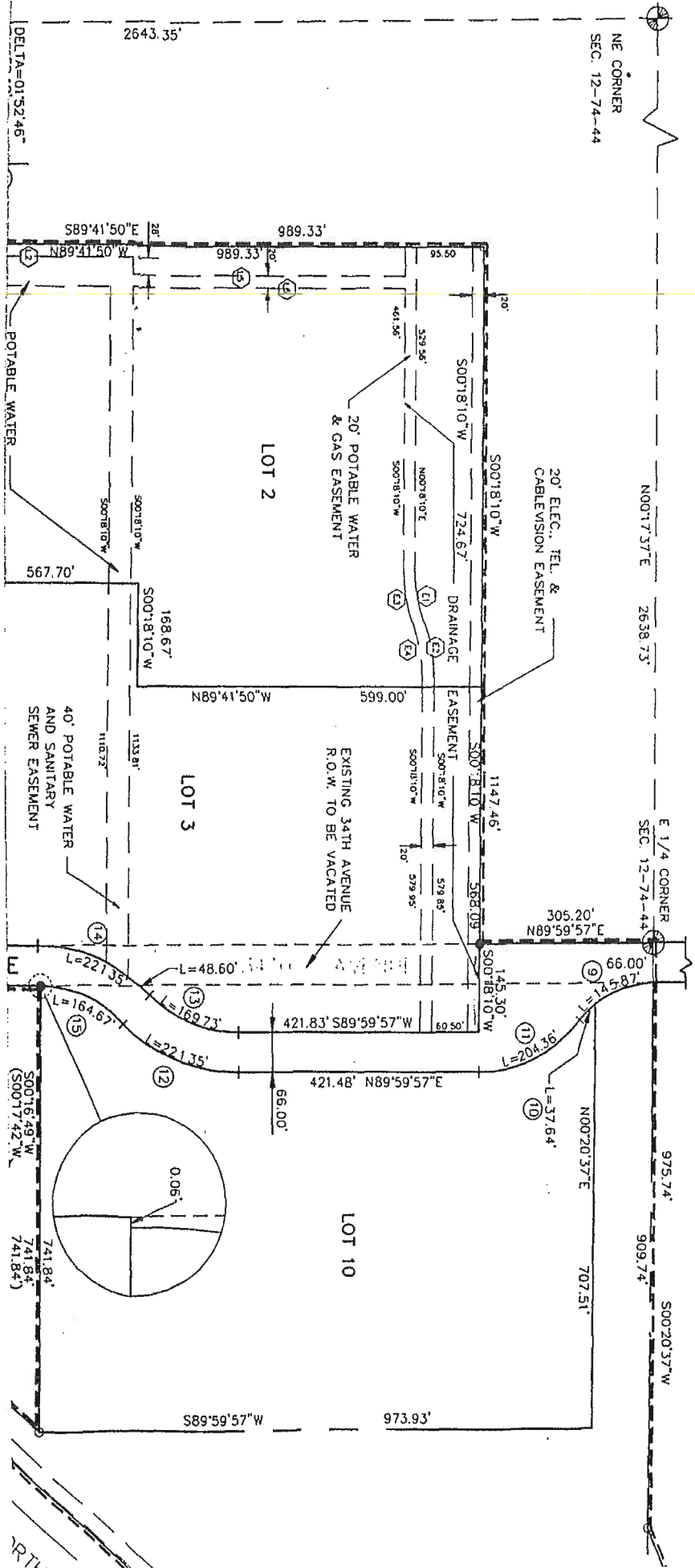
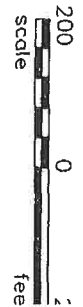
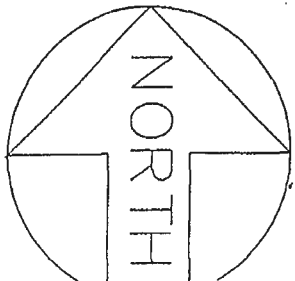


COMPILED

93 16513

# LAKE MANAWA CENTRE SUBDIVISION

LOTS 1 THRU 3A INCLUSIVE, 4 THRU 10 INCLUSIVE, AND B, IN PART OF THE SOUTHEAST QUARTER AND NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 74 NORTH, RANGE 44 WEST OF THE 5TH P.M., AND THE WEST ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5TH P.M. ALL IN POTTAWATTAMIE COUNTY, IOWA.



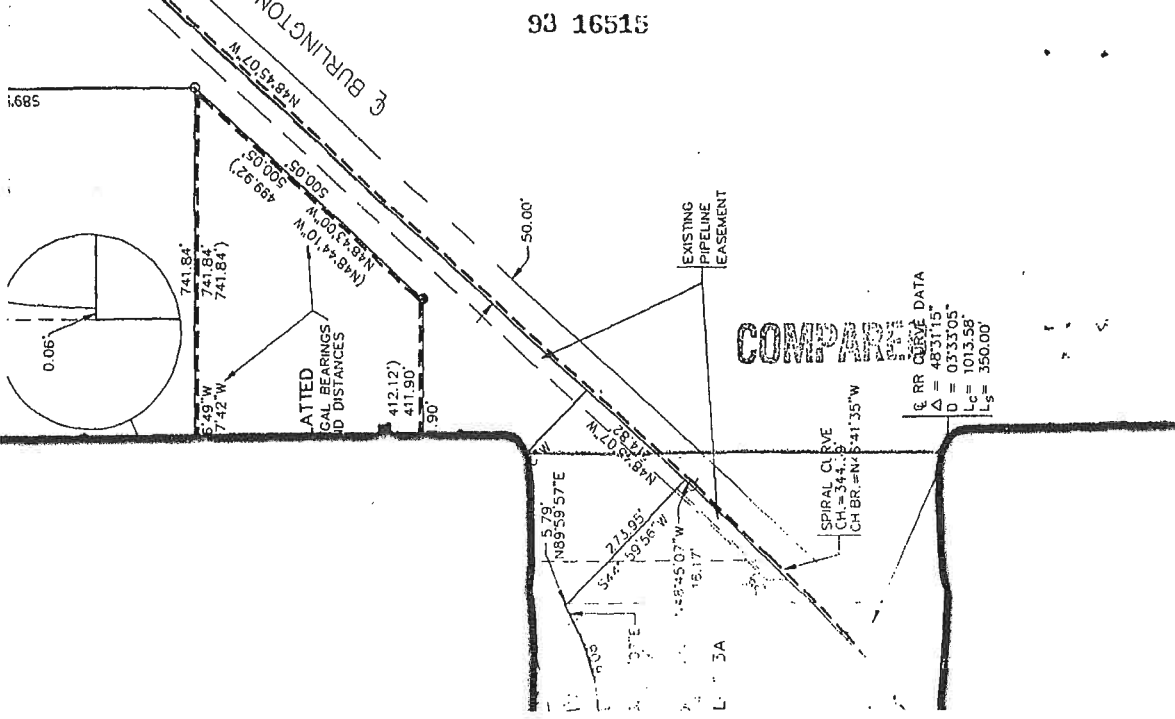
93 16512

LOT DESCRIPTION TABLES

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
1	455.27	184.73	93.56	183.47	N78°06'35"E	231°14'56"
2	253.00	3.83	1.92	3.83	N04°39'28"W	08°47'03"
3	233.00	35.36	23.23	32.69	N45°01'06"E	90°34'06"
4	123.66	48.76	24.70	48.44	S79°04'25"W	22°35'30"
5	160.42	61.48	31.12	61.10	N78°35'22"E	21°37'23"
6	458.12	194.03	98.48	182.58	N78°11'46"E	241°2'48"
7	458.12	178.96	90.63	177.83	S77°15'23"W	22°00'01"
8	458.12	15.06	7.53	15.06	S89°21'46"W	01°32'46"
9	164.58	115.87	78.11	141.14	S64°36'34"W	50°26'45"
10	164.58	37.63	18.90	37.34	S45°46'08"W	13°05'54"
11	230.59	204.36	109.44	197.74	S69°36'36"E	50°48'45"
12	283.00	271.35	116.69	215.75	S67°35'36"E	44°48'50"
13	217.00	169.73	89.47	165.43	S67°35'36"E	44°48'50"
14	283.00	221.35	116.68	215.75	N69°35'36"W	44°48'50"
15	217.00	164.67	86.53	160.75	N69°35'36"W	43°28'46"
16	367.72	176.08	89.76	174.41	S13°59'02"E	27°26'10"
17	287.72	137.78	70.24	136.46	S13°59'02"E	27°26'10"
18	1560.44	236.61	118.53	236.39	S38°10'55"E	08°41'16"
19	1560.44	503.71	254.06	501.52	S24°35'26"E	18°29'42"
20	1560.44	241.79	121.14	241.55	S10°34'15"E	08°52'41"
21	2804.93	892.28	449.94	888.52	S311°14'16"E	181°3'35"
22	13784.64	604.04	302.07	603.99	N47°29'48"W	02°30'38"
E1	230.50	60.26	30.30	60.09	S13°46'24"E	14°58'41"
E2	268.50	101.44	51.33	100.84	S13°46'24"E	21°33'55"
E3	250.50	67.79	34.11	67.59	S13°30'34"E	15°30'22"
E4	249.50	93.91	47.52	93.35	N10°28'48"W	21°33'55"
E5	50.00	78.04	49.51	70.36	S44°58'54"E	89°25'54"
E6	363.79	96.12	48.34	95.84	S76°02'35"W	15°08'18"
E7	462.95	202.99	103.16	201.37	N77°10'21"E	25°07'24"
E8	411.79	186.55	94.90	184.96	S77°19'29"W	25°57'20"

NOTE:  
 SEE SHEET 2 OF 2  
 FOR STREET AND EASEMENT DEDICATION

- LEGEND
- PINS FOUND
  - SET 5/8" REBAR WITH CAP STAMPED 9496
  - ⊗ SECTION CORNER FOUND PER TIES



93 16515

COMPARED

LAKE MANAWA CENTRE SUBDIVISION  
(SHEET 2 OF 2)

APPROVAL OF COUNCIL BLUFFS DIRECTOR OF COMMUNITY DEVELOPMENT

THIS PLAT OF LAKE MANAWA CENTRE SUBDIVISION WAS APPROVED BY THE  
COUNCIL BLUFFS DIRECTOR OF COMMUNITY DEVELOPMENT ON THIS 18 DAY  
OF JUNE, 1992, A.D.

*[Signature]*

DIRECTOR OF COMMUNITY DEVELOPMENT

APPROVAL OF COUNCIL BLUFFS CITY COUNCIL

THIS PLAT OF LAKE MANAWA CENTRE SUBDIVISION WAS APPROVED BY THE  
COUNCIL BLUFFS CITY COUNCIL ON THIS 18 DAY OF  
JUNE, 1992, A.D.

*[Signature]*  
MAYOR

*[Signature]*  
CITY CLERK

ATTEST:

OWNER'S CERTIFICATE

LAKE MANAWA CENTRE, INC., A NEBRASKA CORPORATION, A GENERAL PARTNERSHIP OF LAKE MANAWA CENTRE LIMITED PARTNERSHIP, A NEBRASKA LIMITED PARTNERSHIP OWNER, AND GLACIER PARK COMPANY, A DELAWARE CORPORATION MORTGAGEE, HEREBY CERTIFY THAT, SAID PARTNERSHIP AND CORPORATION, BEING THE SOLE OWNER AND MORTGAGEE OF THE REAL ESTATE DESCRIBED IN THE SURVEYORS CERTIFICATE ATTACHED HERETO, HAVE CAUSED SAID REAL ESTATE TO BE SUBDIVIDED INTO LOTS AND STREETS AS SHOWN HEREON THAT SAID SUBDIVISION IS TO BE KNOWN AS LAKE MANAWA CENTRE SUBDIVISION AND THAT SAID SUBDIVISION WAS CREATED WITH SAID CORPORATIONS FULL KNOWLEDGE AND CONSENT. 35TH AVENUE, MANAWA DRIVE, 32ND AVENUE AND DIAL DRIVE RIGHT-OF-WAY, POTABLE WATER / SANITARY SEWER EASEMENTS AS SHOWN ARE DEDICATED TO THE CITY OF COUNCIL BLUFFS. THE DEVELOPMENT FURTHER GRANTS EASEMENTS AS SHOWN TO AGENCIES LICENSED WITH THE CITY OF COUNCIL BLUFFS TO PROVIDE ELECTRICAL SERVICE, TELEPHONE SERVICE, NATURAL GAS SERVICE, AND CABLE TELEVISION SERVICE FOR THE INSTALLATION AND MAINTENANCE OF NECESSARY EQUIPMENT TO PROVIDE SAID SERVICES. DRAINAGE EASEMENTS SHOWN ARE TO BE PRIVATELY OWNED AND MAINTAINED BY ABUTTING PROPERTY OWNERS. THE CITY OF COUNCIL BLUFFS HAS THE RIGHT TO DISCHARGE WATER RUN-OFF ONTO PRIVATE DRAINAGE EASEMENTS. THE CITY SHALL HOLD HARMLESS FOR ANY STORM WATER RUN-OFF ONTO PRIVATE DRAINAGE EASEMENTS.

LAKE MANAWA CENTRE LIMITED PARTNERSHIP, a Nebraska Limited Partnership

By: LAKE MANAWA CENTRE, INC., a General Partner

*[Signature]*  
CHRISTOPHER R. HELD  
VICE PRESIDENT

June 3, 1992  
DATE

93 16518

ACKNOWLEDGEMENT OF NOTARY

By: GLACIER PARK COMPANY a Delaware Corporation

*[Signature]*  
DAVID A. OLESON  
ASSISTANT VICE PRESIDENT

June 4, 1992  
DATE

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES, DUE OR DELINQUENT, AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT, AS SHOWN ON THE RECORDS OF THIS OFFICE, THIS 18 DAY OF June, 1992.

*[Signature]*  
POTTAWATTAMIE COUNTY TREASURER



**LAKE MANAWA CENTRE SUBDIVISION**  
 (SHEET 2 OF 2)

93 16519

**OWNER'S CERTIFICATE**

LAKE MANAWA CENTRE, INC., A NEBRASKA CORPORATION, A GENERAL PARTNER OF LAKE MANAWA CENTRE LIMITED PARTNERSHIP, A NEBRASKA LIMITED PARTNERSHIP OWNER, AND GLACIER PARK COMPANY, A DELAWARE CORPORATION, ORTGAGEE, HEREBY CERTIFY THAT, SAID PARTNERSHIP AND CORPORATION, BEING THE SOLE OWNER AND MORTGAGEE OF THE REAL ESTATE DESCRIBED IN THE SURVEYORS CERTIFICATE ATTACHED HERETO, HAVE CAUSED SAID REAL ESTATE TO BE SUBDIVIDED INTO LOTS AND STREETS AS SHOWN HERE-ON AND THAT SAID SUBDIVISION IS TO BE KNOWN AS LAKE MANAWA CENTRE SUBDIVISION AND THAT SAID SUBDIVISION WAS CREATED WITH SAID CORPORATIONS FULL KNOWLEDGE AND CONSENT. 35TH AVENUE, MANAWA CENTER DRIVE, 32ND AVENUE AND DIAL DRIVE, RIGHT-OF-WAY, POTABLE WATER AND SANITARY SEWER EASEMENTS AS SHOWN ARE DEDICATED TO THE CITY OF COUNCIL BLUFFS. THE DEVELOPMENT FURTHER GRANTS EASEMENTS AS SHOWN TO AGENCIES LICENSED WITH THE CITY OF COUNCIL BLUFFS TO PROVIDE ELECTRICAL SERVICE, TELEPHONE SERVICE, NATURAL GAS SERVICE, AND CABLE TELEVISION SERVICE FOR THE INSTALLATION AND MAINTENANCE OF NECESSARY EQUIPMENT TO PROVIDE SAID SERVICES. DRAINAGE EASEMENTS SHOWN ARE TO BE PRIVATELY OWNED AND MAINTAINED BY ABUTTING PROPERTY OWNERS. THE CITY OF COUNCIL BLUFFS HAS THE RIGHT TO DISCHARGE STORM WATER RUN-OFF ONTO PRIVATE DRAINAGE EASEMENTS. THE CITY SHALL BE HELD HARMLESS FOR ANY STORM WATER RUN-OFF ONTO PRIVATE DRAINAGE EASEMENTS.

FILED BY THE

*[Signature]*  
 [Signature]

LAKE MANAWA CENTRE LIMITED PARTNERSHIP, a Nebraska Limited Partnership

By: LAKE MANAWA CENTRE, INC., a General Partner

CHRISTOPHER R. HELD  
 VICE PRESIDENT

June 3, 1992

DATE

By: GLACIER PARK COMPANY  
 a Delaware Corporation

*[Signature]*  
 DAVID A. OLESON  
 ASSISTANT VICE PRESIDENT

June 4, 1992

DATE

93 16518

ACKNOWLEDGEMENT OF NOTARY

**SURVEYOR'S CERTIFICATE**

I, GARY D. TINKHAM, HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS SURVEYED UNDER MY DIRECT PERSONAL SUPERVISION AND THAT UPON COMPLETION OF GRADING AND UTILITY INSTALLATION, MONUMENTS WILL BE PLACED AT CORNERS OF ALL LOTS, BEND POINTS AND ENDS OF ALL CURVE IN LAKE MANAWA CENTRE SUBDIVISION, LOTS 1 THROUGH 3A INCLUSIVE, 4 THROUGH 10 INCLUSIVE AND LOT B, AS INBRACED HERE-ON AND BEING DESCRIBED AS FOLLOWS: THAT PART OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 74 NORTH, RANGE 44 WEST OF THE 5TH P.M., AND THE WEST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 7, TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5TH P.M., ALL IN POTTAWATTAMIE COUNTY, IOWA TOGETHER WITH 34TH AVENUE (AIRPORT ROAD) ADJOINING SAID TRACTS, AND ALL BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 12; THENCE SOUTH 00°20'37" WEST (AN ASSUMED BEARING) FOR 975.74 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE SOUTH 22°07'28" EAST FOR 804.93 FEET; THENCE SOUTHEASTERLY ALONG A 2804.93 FOOT RADIUS CURVE TO THE LEFT HAVING AN ARC LENGTH OF 892.28 FEET, A CHORD BEARING SOUTH 31°14'16" EAST, A CHORD LENGTH OF 888.52 FEET, TO THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY 92; THENCE SOUTH 89°28'31" WEST FOR 52.58 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE, SAID LINE BEING 151 FEET NORTH FROM AND PARALLEL TO THE CENTERLINE OF SAID HIGHWAY; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD FOR THE FOLLOWING SEVEN COURSES, SAID RAILROAD RIGHT-OF-WAY LINE BEING 50.0 FOOT NORTHEASTERLY FROM AND PARALLEL TO THE CENTERLINE OF THE MAIN TRACK: (1) THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 13,784.64 FEET, AN ARC DISTANCE OF 604.04 FEET, A CHORD BEARING NORTH 47°29'48" WEST AND A CHORD LENGTH OF 603.99 FEET; (2) THENCE NORTH 48°45'07" WEST FOR 2867.22 FEET; (3) THENCE ALONG A SPIRAL CURVE TO THE RIGHT HAVING A CHORD BEARING NORTH 46°41'35" WEST FOR A CHORD LENGTH OF 344.39 FEET, (4) THENCE ALONG A 1560.44 FOOT RADIUS CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 982.11 FEET, A CHORD BEARING OF NORTH 24°29'44" WEST, AND A CHORD LENGTH OF 965.99 FEET; (5) THENCE ALONG A SPIRAL CURVE TO THE RIGHT HAVING A CHORD BEARING NORTH 02°17'52" WEST FOR A CHORD LENGTH OF 344.39 FEET; (6) THENCE NORTH 00°14'20" WEST FOR 128.13 FEET; (7) THENCE ALONG A SPIRAL CURVE TO THE RIGHT HAVING A CHORD BEARING NORTH 00°06'17" EAST FOR A CHORD LENGTH 67.09 FEET; THENCE NORTH 89°47' EAST FOR 334.92 FEET; THENCE SOUTH 00°15'57" EAST FOR 142.58 FEET; THEN NORTH 89°47'24" EAST FOR 921.50 FEET; THENCE SOUTH 00°12'36" EAST FOR 181.04 FEET; THENCE EASTERLY ALONG A 459.12 FOOT RADIUS CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 1506 FEET, A CHORD BEARING SOUTH 89°21' WEST FOR A CHORD LENGTH OF 1506; THENCE SOUTH 89°41'50" EAST FOR 989.33 FEET; THENCE SOUTH 00°18'10" WEST FOR 1147.46 FEET ALONG THE EAST LINE OF THE WEST 61-1/2 ACRES OF THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE NORTH 89°59'57" EAST

ENTIRE SUBDIVISION **COMPLETED**  
2 OF 2)

93 16519

A NEBRASKA CORPORATION, A GENERAL PARTNER LIMITED PARTNERSHIP, A NEBRASKA LIMITED GLACIER PARK COMPANY, A DELAWARE CORPORATION, THAT, SAID PARTNERSHIP AND CORPORATION, MORTGAGEE OF THE REAL ESTATE DESCRIBED IN ATTACHED HERETO, HAVE CAUSED SAID REAL INTO LOTS AND STREETS AS SHOWN HERE-ON AND TO BE KNOWN AS LAKE MANAWA CENTRE AND SUBDIVISION WAS CREATED WITH SAID EDGE AND CONSENT. 35TH AVENUE, MANAWA CENTER DIAL DRIVE RIGHT-OF-WAY, POTABLE WATER AND S AS SHOWN ARE DEDICATED TO THE CITY OF DEVELOPMENT FURTHER GRANTS EASEMENTS AS SHOWN IN THE CITY OF COUNCIL BLUFFS TO PROVIDE PHONE SERVICE, NATURAL GAS SERVICE, AND TELEVISION SERVICE FOR THE INSTALLATION AND MAINTENANCE OF EQUIPMENT TO PROVIDE SAID SERVICES. DRAINAGE EASEMENTS ARE TO BE PRIVATELY OWNED AND MAINTAINED BY ABUTTING PROPERTY THE CITY OF COUNCIL BLUFFS HAS THE RIGHT TO DISCHARGE STORM RUN-OFF ONTO PRIVATE DRAINAGE EASEMENTS. THE CITY SHALL BE RESPONSIBLE FOR ANY STORM WATER RUN-OFF ONTO PRIVATE DRAINAGE

By: GLACIER PARK COMPANY  
a Delaware Corporation

*David A. Oleson*  
DAVID A. OLESON  
ASSISTANT VICE PRESIDENT

June 4, 1992  
DATE

93 16519

ACKNOWLEDGEMENT OF NOTARY

SURVEYOR'S CERTIFICATE

I, GARY D. TINKHAM, HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS SURVEYED UNDER MY DIRECT PERSONAL SUPERVISION AND THAT UPON COMPLETION OF GRADING AND UTILITY INSTALLATION, MONUMENTS WILL BE PLACED AT CORNERS OF ALL LOTS, BEND POINTS AND ENDS OF ALL CURVES IN LAKE MANAWA CENTRE SUBDIVISION, LOTS 1 THROUGH 3A INCLUSIVE, 4 THROUGH 10 INCLUSIVE AND LOT B, AS INBRACED HERE-ON AND BEING DESCRIBED AS FOLLOWS: THAT PART OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 74 NORTH, RANGE 44 WEST OF THE 5TH P.M., AND THE WEST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 7, TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5TH P.M., ALL IN POTTAWATTAMIE COUNTY, IOWA TOGETHER WITH 34TH AVENUE (AIRPORT ROAD) ADJOINING SAID TRACTS, AND ALL BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 12; THENCE SOUTH 00°20'37" WEST (AN ASSUMED BEARING) FOR 975.74 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE SOUTH 22°07'28" EAST FOR 804.93 FEET; THENCE SOUTHEASTERLY ALONG A 2804.93 FOOT RADIUS CURVE TO THE LEFT HAVING AN ARC LENGTH OF 892.28 FEET, A CHORD BEARING SOUTH 31°14'16" EAST, A CHORD LENGTH OF 888.52 FEET TO THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY 92; THENCE SOUTH 89°28'31" WEST FOR 52.58 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE, SAID LINE BEING 1500 FEET NORTH FROM AND PARALLEL TO THE CENTERLINE OF SAID HIGHWAY; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD FOR THE FOLLOWING SEVEN COURSES, SAID RAILROAD RIGHT-OF-WAY LINE BEING 500 FOOT NORTHEASTERLY FROM AND PARALLEL TO THE CENTERLINE OF THE MAIN TRACK: (1) THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 13,784.64 FEET, AN ARC DISTANCE OF 604.04 FEET, A CHORD BEARING NORTH 47°29'48" WEST AND A CHORD LENGTH OF 603.99 FEET; (2) THENCE NORTH 48°45'07" WEST FOR 2867.22 FEET; (3) THENCE ALONG A SPIRAL CURVE TO THE RIGHT HAVING A CHORD BEARING NORTH 46°41'35" WEST FOR A CHORD LENGTH OF 344.39 FEET; (4) THENCE ALONG A 1560.44 FOOT RADIUS CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 982.11 FEET, A CHORD BEARING OF NORTH 24°29'44" WEST, AND A CHORD LENGTH OF 965.99 FEET; (5) THENCE ALONG A SPIRAL CURVE TO THE RIGHT HAVING A CHORD BEARING NORTH 02°17'52" WEST FOR A CHORD LENGTH OF 344.39 FEET; (6) THENCE NORTH 00°14'20" WEST FOR 128.13 FEET; (7) THENCE ALONG A SPIRAL CURVE TO THE RIGHT HAVING A CHORD BEARING NORTH 00°06'17" EAST FOR A CHORD LENGTH 67.09 FEET; THENCE NORTH 89°47'24" EAST FOR 334.92 FEET; THENCE SOUTH 00°15'57" EAST FOR 142.58 FEET; THENCE NORTH 89°47'24" EAST FOR 921.50 FEET; THENCE SOUTH 00°12'36" EAST FOR 181.04 FEET; THENCE EASTERLY ALONG A 459.12 FOOT RADIUS CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 15.06 FEET, A CHORD BEARING SOUTH 89°21'46" WEST FOR A CHORD LENGTH OF 15.06; THENCE SOUTH 89°41'50" EAST FOR 989.33 FEET; THENCE SOUTH 00°18'10" WEST FOR 1147.46 FEET ALONG THE EAST LINE OF THE WEST 61-1/2 ACRES OF THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE NORTH 89°59'57" EAST FOR 305.20 FEET ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER FOR 305.20 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART

DESIGNED	DATE	6/02/92
DRAWN	CHECKED	
BY	DOT	

R ASSOCIATES INC.  
ENGINEERS • PLANNERS



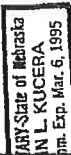
June 29, 1978  
DATE

16518

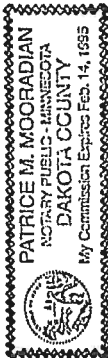
KNOWLEDGEMENT OF NOTARY

WAS ACKNOWLEDGED BEFORE ME THIS 3<sup>rd</sup> DAY

Ann L. Kucera  
NOTARY PUBLIC



KNOWLEDGEMENT OF NOTARY



WAS ACKNOWLEDGED BEFORE ME THIS 4<sup>th</sup> DAY

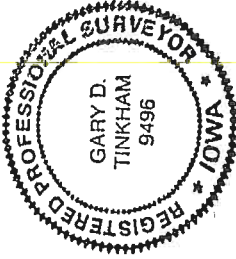
Patrice M. Mooradian  
NOTARY PUBLIC

EAST FOR 334.92 FEET; THENCE SOUTH 00°15'57" EAST FOR 142.58 FEET; THENCE NORTH 89°47'24" EAST FOR 921.50 FEET; THENCE SOUTH 00°12'36" EAST FOR 181.04 FEET; THENCE EASTERLY ALONG A 459.12 FOOT RADIUS CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 15.06 FEET, A CHORD BEARING SOUTH 89°21'46" WEST FOR A CHORD LENGTH OF 15.06; THENCE SOUTH 89°41'50" EAST FOR 989.33 FEET; THENCE SOUTH 00°18'10" WEST FOR 1147.46 FEET ALONG THE EAST LINE OF THE WEST 61-1/2 ACRES OF THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE NORTH 89°59'57" EAST FOR 305.20 FEET ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12 TO THE POINT OF BEGINNING EXCEPT FOR THAT PART OF THE SOUTHEAST QUARTER OF SAID SECTION 12, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST HALF OF SECTION 12; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTHEAST HALF A DISTANCE OF 919.65 FEET; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 66.0 FEET; THENCE EASTERLY PARALLEL WITH SAID NORTH LINE OF THE SOUTHEAST HALF A DISTANCE OF 272.53 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE CONTINUING EASTERLY PARALLEL WITH SAID NORTH LINE A DISTANCE OF 377.48 FEET; THENCE SOUTH 00°17'42" WEST A DISTANCE OF 741.84 FEET; THENCE NORTH 48°44'10" WEST A DISTANCE OF 499.92 FEET; THENCE NORTH 00°17'42" EAST A DISTANCE OF 412.12 FEET TO THE TRUE POINT OF BEGINNING.

GARY D. TINKHAM RLS#9496

Gary D. Tinkham  
DATE

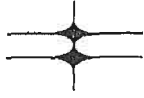
6-8-78  
DATE



FOR ADDITIONAL INFORMATION  
SEE SHEET 1 OF 2

93 16521

THE SCHEMME ASSOCIATES  
ARCHITECTS • ENGINEERS • PLANNERS



LAKE MANAWA CENTRE SUBDIVISION  
COUNCIL BLUFFS, IOWA

FINAL PLAT

JOB NO. 337201

SHEET P-2

2 OF 2