

**STATE OF Nebraska
COUNTY OF Douglas
Project #OPW 52470
File No. 21633-16**

TITLE CERTIFICATE

EFFECTIVE DATE: January 3, 2016, at 8:00 AM

The undersigned, a Registered Nebraska Abstracter, operating under the Certificate of Authority granted it by the Abstracters Board of Examiners, presents this Title Certificate, hereafter "Certificate", relative only to the following described real estate in the County referenced, hereafter "property":

Lot 1, in Shopko Acres Replat, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska;

Together with easement rights appurtenant thereto as established by Cross-Easement Agreement dated August 4, 1986 and recorded August 5, 1986, in Book 784 at Page 237, as amended by First Amendment to Cross-Easement Agreement dated February 23, 1998 and recorded February 24, 1998, in Book 1238 at Page 172, both of Miscellaneous Records of Douglas County, Nebraska.

ADDRESS: **7400 North 30th Street, Omaha, NE**

This Certificate is a contract between TitleCore National, LLC as an Abstracter and City of Omaha Public Works Department. The consideration for this contract is the information set forth below and furnished by the Abstracter together with the fee charged by the undersigned for the service performed by the Abstracter. The scope of this contract is outlined as follows:

- (a) This Certificate is not an abstract of title, nor a complete chain of title search, nor an attorney's Title Opinion, nor is it a title insurance policy or title insurance binder.
 - (b) This Certificate does provide limited title facts relative to the property only as specifically set out in the following numbered paragraphs. Each numbered paragraph identifies the particular information provided in this certificate.
 - (c) This Certificate reports limited information of record to the effective date above.
- 1.) The Grantee(s) in the last deed of record:
- Fee Simple- Archland Property I, LLC, a Delaware limited liability company, by virtue of that certain Corporation Special Warranty Deed dated June 28, 2004 and recorded July 1, 2004 at Instrument No. 2004-086953, of the Records of Douglas County, NE.**
- Leasehold Interest- McDonald's Corporation, a Delaware Corporation, by virtue of that certain Memorandum of Amended and Restated Lease dated June 14, 2004 and recorded July 1, 2004 at Instrument No. 2004-086952 and Memorandum of Lease dated March 5, 1998 and recorded June 2, 1998 in Book 1250 Page 001, of the Records of Douglas County, NE.**
- 2.) Unreleased mortgages and liens of record:

None.

- 3.) Financing Statements filed in the County Register of Deeds Office and indexed against the property:

None.

- 4.) Judgments and pending law suits in District Court:

(a) Judgments of record in the County District Court filed on the property, or indexed against the Grantee(s):

None.

(b) Pending Law Suits of record in the County District Court on the property, or indexed against the Grantee(s):

In the District Court of Douglas, NE at Case No. CI 14-10054. Entitled Sharon Fohrman, Plaintiff VS. McDonald's Corporation, Defendant. December 18, 2014, filed Petition for Contract Disputes.

- 5.) Tax Liens, State and Federal:

(a) Unreleased state tax liens of record filed against the Grantee(s):

None.

(b) Unreleased federal tax liens of record filed against the Grantee(s):

None.

- 6.) Other Liens of Record: Liens of record in the office of the Register of Deeds or Recorder and indexed against the property, (other than those liens previously set forth):

None.

- 7.) Guardianships, Estates, and Conservatorships filed in the County Court and indexed against the Grantee(s):

None.

- 8.) Easements, Covenants and Restrictions of Record:

Easements granted for utilities by the Plat and Dedication of Shopko Acres recorded March 27, 1987 in Book 1800 Page 239 of the Records of Douglas County, Nebraska as shown on Plat survey and on, over through, under and across a 5 foot wide strip of land abutting the front and side boundary lines of all lots; an

8 foot wide strip of and abutting the rear boundary lines of all interior lots and all exterior lots that are adjacent to presently platted and recorded lots; and a 16 foot wide strip of land abutting the rear boundary lines of all exterior lots that are not adjacent to presently platted and recorded lots, with provision for said 16 foot wide easements to be reduced to 8 feet (NOTE: subject property is a re-platting of a portion of Lot 1 Shopko Acres)

Easements reserved for utilities above, on and below the surface of that portion of the vacated N10' of Weber Street included within subject property by Ordinance No 23868 of the City of Omaha, Nebraska passed June 14, 1966 and recorded June 30, 1966 in Book 439 Page 31 of the Records of Douglas County Nebraska

Easements reserved for utilities above, on and below the surface of that portion of the vacated S6.25' N16.25' of Weber Street included within subject property by Ordinance No 24731 of the City of Omaha, Nebraska passed May 28, 1968 and recorded June 13, 1968 in Book 439 Page 31 of the Records of Douglas County Nebraska

Easements reserved for utilities above, on and below the surface of that portion of the vacated 41.25' of Weber Street included within subject property by Ordinance No 31400 of the City of Omaha, Nebraska passed December 29, 1987

Covenants, conditions, restrictions and easements contained in Cross-Easement Agreement dated August 4, 1986 and recorded August 5, 1986 in Book 784 at Page 237 of the Records of Douglas County Nebraska.

First Amendment to Cross-Easement Agreement dated February 23, 1998 and recorded February 24, 1998 in Book 1239 at Page 172 of the Records of Douglas County Nebraska

Covenants, conditions and restrictions contained in Warranty Deed dated February 23, 1998 and recorded February 24, 1998 in Book 2082 Page 705 of the Records of Douglas County Nebraska.

- 9.) Real Estate Taxes and Special Assessments: Unpaid real estate taxes and unpaid special assessments certified for collection in the tax offices of Douglas County and indexed against the property:

General taxes assessed under Tax Key No. 1415-5100-22 for 2016 due and payable in 2017, levied in the amount of \$9,415.78, first installment is due and will become delinquent April 1, 2017, second installment is due and will become delinquent August 1, 2017.

Special Assessments:
None

This Title Certificate certifies that TitleCore National, LLC has examined the records of Douglas County, Nebraska, and has set out, as displayed above, filings of instruments, judgments and real estate tax information of the records of the District Court, County Court, U.S. Bankruptcy Court for the District of Nebraska and Register of Deeds, that may affect the title or Grantee(s), within the defined scope and parameters of this Title Certificate.

Issued: January 10, 2017

TitleCore National, LLC

A handwritten signature in black ink, appearing to read 'ERNA' followed by a stylized flourish.

Registered Abstracter
Under Certificate of Authority No. 662



DEED 2004086953



JUL 01 2004 14:04 P 4

Nebr Doc Stamp Tax
<u>7.1.04</u> Date
<u>\$60900</u>
By <u>CC</u>

Received - RICHARD TAKECHI
Register of Deeds, Douglas County, NE
7/1/2004 14:04:21.19



2004086953

CORPORATION SPECIAL WARRANTY DEED

SYSTEM CAPITAL REAL PROPERTY CORPORATION, a Delaware corporation, whose address is 3250 Lacey Road, Suite 160, Downers Grove, Illinois 60515, Grantor, in consideration of less than One Hundred Dollars and no/100 (\$100.00), the receipt and sufficiency of which are acknowledged, conveys to **ARCHLAND PROPERTY I, LLC**, a Delaware limited liability company, whose address is 3250 Lacey Road, Suite 160, Downers Grove, Illinois 60515, Grantee, the following described real estate in DOUGLAS County, City of OMAHA, Nebraska:

SEE EXHIBIT "A" ATTACHED HERETO AND
MADE A PART HEREOF ("Premises")

TO HAVE AND TO HOLD the Property, together with all of Grantor's rights, title, interest and obligations as landlord in and to that certain Amended and Restated Master Ground Lease Agreement by and between Grantor and McDonald's Corporation, dated as of June 1, 2004 and as further defined in the recorded Memorandum of Amended and Restated Lease by and between Grantor and McDonald's Corporation having been immediately prior hereto. Including all easements, rights and appurtenances, but not including any buildings or improvements thereon, if any.

SUBJECT TO: current taxes and assessments not yet due and payable from the date hereof and subsequent years, and all covenants, conditions, restrictions, reservations, easements and declarations or other matters of record.

AND THE GRANTOR hereby binds itself and its successors to warrant and defend the title against the acts of the Grantor and no other, subject to the matters set forth above.

[The remainder of this page intentionally left blank.]

Deed

C

4/1

FF <u>20.50</u>	FB <u>44-35652</u>
BS _____	C/O _____
DEL _____	SCAN _____
	FV _____

10811

16

IN WITNESS WHEREOF, System Capital Real Property Corporation, a Delaware corporation, does hereby affix its corporate name by and through Nancy Warmoth, its Treasurer all pursuant to a resolution of the Board of Directors of the corporation approving the same which is still in full force and effect as of the date of this transaction.

Executed: June 28, 2004.

SYSTEM CAPITAL REAL PROPERTY CORPORATION, a Delaware corporation

By: Nancy Warmoth
Nancy Warmoth, Treasurer



This document was prepared by:
Bruce A. Neumann, Esq.
McDonald's Corporation
One McDonald's Plaza, Dept. 067
Oak Brook, IL 60523

After recording, please forward to:
Doris Murray-Norris
McDonald's Corporation
One McDonald's Plaza, Dept. 067
Oak Brook, Illinois 60523

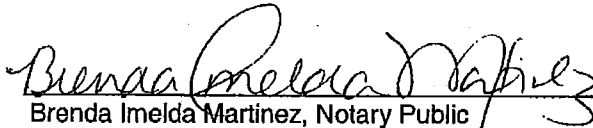
Property:
City & State: OMAHA, NEBRASKA
Address: 7400 N 30TH
L/C: 026-0161

ACKNOWLEDGMENT - SYSTEM CAPITAL REAL PROPERTY

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) SS:

I, Brenda Imelda Martinez a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Nancy Warmoth, Treasurer of System Capital Real Property Corporation, a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Treasurer appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act as such Treasurer, respectively, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this day of June 28, 2004.


Brenda Imelda Martinez, Notary Public

My commission expires: 03/05/2005

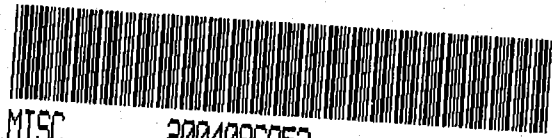
OFFICIAL SEAL
BRENDA IMELDA MARTINEZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 03/05/2005

7400 N 30TH
OMAHA, NE
Douglas COUNTY
L/C: 0260161, FILE 17129

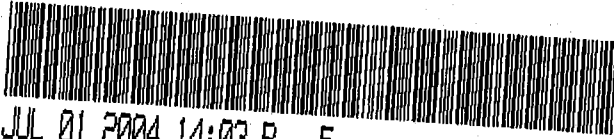
Exhibit "A"

Lot 1, in SHOPKO ACRES REPLAT, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska;

Together with easement rights appurtenant thereto as established by Cross-Easement Agreement dated August 4, 1986 and recorded August 5, 1986, in Book 784 at Page 237, as amended by First Amendment to Cross-Easement Agreement dated February 23, 1998 and recorded February 24, 1998, in Book 1238 at Page 172, both of the Miscellaneous Records of Douglas County, Nebraska.



MISC 2004086952



JUL 01 2004 14:03 P 5

Received - RICHARD TAKECHI
Register of Deeds, Douglas County, NE
7/1/2004 14:03:16.16



2004086952

PREPARED BY: MARTIN W. CHMURA, ESQ.
AFTER RECORDING RETURN TO:
CATHERINE A. JAMA
McDONALD'S CORPORATION
ONE McDONALD'S PLAZA
OAK BROOK, IL 60523

ATTN: US LEGAL DEPARTMENT
OMAHA, NEBRASKA
7400 N 30TH
L/C: 26-161 - File #17129

MEMORANDUM OF AMENDED AND RESTATED LEASE

Misc

5/1

FEE 25.50 FB 44-25652

BKP _____ C/O _____ COMP g

DEL _____ SCAN _____ FV _____

16

OMAHA, NEBRASKA
7400 N 30TH
L/C: 26-161 - File #17129

Prepared By: Martin W. Chmura, Esq.
After recording, return to: Catherine A. Jama
McDONALD'S CORPORATION
One McDonald's Plaza
Oak Brook, Illinois 60523

MEMORANDUM OF AMENDED AND RESTATED LEASE

THIS MEMORANDUM OF AMENDED AND RESTATED LEASE is dated as of June 14, 2004 between **SYSTEM CAPITAL REAL PROPERTY CORPORATION**, a Delaware corporation ("Landlord"), whose address is 3250 Lacey Road, Suite 160, Downers Grove, Illinois 60515 and **McDONALD'S CORPORATION**, a Delaware corporation ("Tenant"), whose principal place of business is located at One McDonald's Plaza, Oak Brook, Illinois 60523.

Landlord leases to Tenant that certain land ("Site") in the City of OMAHA, County of DOUGLAS, State of NEBRASKA, evidenced by that certain Memorandum of Lease recorded June 2, 1998 as Book 1250 at Page 1 of the Official Records of the County of DOUGLAS, State of NEBRASKA (the "MOL") and as such Site is further described on Exhibit A attached hereto and made a part of this Memorandum of Amended and Restated Lease, together with the rights, easements, privileges and appurtenances belonging or appertaining to the ownership of the land comprising the Site. The MOL is hereby amended and restated by this Memorandum of Amended and Restated Lease.

1. **INITIAL TERM AND OPTIONS TO EXTEND:** TO HAVE AND TO HOLD for an initial term commencing on June 29, 2004 and ending on May 31, 2029. Additionally, Landlord grants to Tenant the option to extend the term of the lease at the expiration of the original term for 4 successive periods of 5 years each, aggregating a total of 20 years.
2. **OPTION TO PURCHASE:** Landlord grants to Tenant an option to purchase the Site.
3. **RIGHT OF FIRST OFFER:** Landlord grants to Tenant the Right of First Offer to Purchase the Site.
4. **MEMORANDUM:** The rentals to be paid by Tenant and all of the obligations and rights of Landlord and Tenant are set forth in the Amended and Restated Master Lease dated June 1, 2004 executed by the parties. This instrument is merely a Memorandum of Amended and Restated Lease and is subject to all of its terms, conditions and provisions. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail as between the parties. This Memorandum of Amended and Restated Lease is binding upon and shall inure to the benefit of the heirs, successors, assigns, executors and administrators of the parties.

[END OF TEXT.]

[SIGNATURES ON FOLLOWING PAGE.]

To indicate their agreement to the above, the parties or their authorized representatives or officers have signed this document.

LANDLORD:
SYSTEM CAPITAL REAL PROPERTY CORPORATION, a Delaware corporation

TENANT:
McDONALD'S CORPORATION, a Delaware corporation

By: *Nancy Warmoth*
Its: Nancy Warmoth, Treasurer

By: *Catherine A. Griffin*
Its: Catherine A. Griffin, Vice President

ATTEST:
By: *Lois Lane Kornbrot*
Its: Lois Lane Kornbrot, Assistant Secretary

ATTEST:
By: *Martin W. Chmura*
Its: Martin W. Chmura, Managing Counsel

WITNESS
Steven Billman

WITNESS
Steven Billman

Steven Rabutis

Steven Rabutis

[NOTARY PAGE TO FOLLOW]

McDONALD'S ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF DuPAGE) SS:

I, Patricia D. Scudero, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Catherine A. Griffin, Vice President and Martin W. Chmura, Assistant Secretary, of McDonald's Corporation, a Delaware corporation, who is personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Catherine A. Griffin and Martin W. Chmura, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such Vice President and Assistant Secretary, respectively, as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this day of May 28th, 2004.

Patricia D. Scudero
Patricia D. Scudero, Notary Public

My commission expires



ACKNOWLEDGMENT - SYSTEM CAPITAL REAL PROPERTY

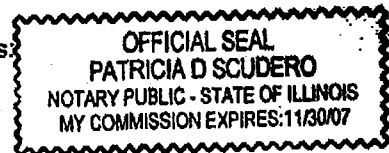
STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) SS:

I, Patricia D. Scudero a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Nancy Warmoth, Treasurer and Lois Lane-Kornbrot, Assistant Secretary, of System Capital Real Property Corporation, a Delaware corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Treasurer and Assistant Secretary appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such Treasurer and Assistant Secretary, respectively, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this day of May 28th, 2004.

Patricia D. Scudero
Patricia D. Scudero, Notary Public

My commission expires



7400 N 30TH
OMAHA, NE
Douglas COUNTY
L/C: 0260161, FILE 17129

Exhibit "A"

Lot 1, in SHOPKO ACRES REPLAT, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska;

Together with easement rights appurtenant thereto as established by Cross-Easement Agreement dated August 4, 1986 and recorded August 5, 1986, in Book 784 at Page 237, as amended by First Amendment to Cross-Easement Agreement dated February 23, 1998 and recorded February 24, 1998, in Book 1238 at Page 172, both of the Miscellaneous Records of Douglas County, Nebraska.



1250 001 MISC



07336 98 001-005

RECEIVED

JUN 2 10 41 AM '98

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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PAGE DOWN FOR BALANCE OF INSTRUMENT

A-7336 44-35652
FEE 26.00 FB _____
EXF COOP CO _____ COOP MP
DEL _____ SCAN dc FY _____

Omaha, Nebraska
N. 30th & Weber
L/C: 026-0161

Prepared By: Martha Ashenhurst Lundin
After recording, return to: Martha Ashenhurst Lundin
McDONALD'S CORPORATION
711 Jorie Boulevard
Oak Brook, Illinois 60523

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, dated this 5th day of March, 1998, is between **SYSTEM CAPITAL REAL PROPERTY CORPORATION**, a Delaware corporation (the "LANDLORD"), whose address is 711 Jorie Boulevard, Oak Brook, Illinois 60523 and **McDONALD'S CORPORATION**, a Delaware corporation (the "TENANT"), whose principal place of business is located at One McDonald's Plaza, Oak Brook, Illinois 60523.

LANDLORD hereby leases to TENANT that certain land with improvements, if any, (the "Site") in the City of Omaha, County of Douglas, State of Nebraska, described on Exhibit A attached and made a part of this Memorandum of Lease, together with the rights, easements, privileges and appurtenances belonging or appertaining to the ownership of the land comprising the Site.

- 1. TERM:** TO HAVE AND TO HOLD for a term commencing on February 23, 1998 and ending twenty (20) years from the date when Tenant's business operation constructed on the Site opens for business.
- 2. OPTION TO EXTEND:** LANDLORD grants to TENANT the option to extend the term of the lease at the expiration of the original term for four (4) successive periods of five (5) years each aggregating twenty (20) years.
- 3. OPTION TO PURCHASE:** LANDLORD grants to TENANT an option to purchase the Site.
- 4. MEMORANDUM:** The rentals to be paid by TENANT and all of the obligations and rights of LANDLORD and TENANT are set forth in the Master Lease dated February 19, 1997 executed by the parties. This instrument is merely a Memorandum of the Lease and is subject to all of its terms, conditions and provisions. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail as between the parties. This Memorandum is binding upon and shall inure to the benefit of the heirs, successors, assigns, executors and administrators of the parties.

~~FEE 2600 FB
BKP _____ C/O _____ COMP _____
DEL _____ SCAN _____ FV _____~~

41-

960 1905

To indicate their agreement to the above, the parties or their authorized representatives or officers have signed this document.

LANDLORD:

TENANT:

**SYSTEM CAPITAL REAL
PROPERTY CORPORATION**

McDONALD'S CORPORATION

By: Raymond Voros
Raymond Voros, Vice President

By: Catherine A. Griffin
Catherine A. Griffin
Assistant Vice President



(ATTACH ACKNOWLEDGMENT OF SIGNATURES AND EXHIBIT A)

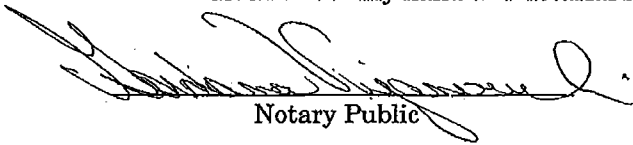
IMPRINTED CORPORATE SEAL
REGISTER DE DEEDS

**ACKNOWLEDGMENT
SYSTEM CAPITAL REAL PROPERTY CORPORATION**

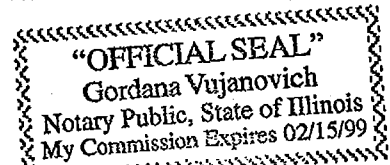
STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) SS:

I, Gordana Vujanovich, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that **Raymond Voros, Vice President**, of System Capital Real Property Corporation, a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such **Vice President** appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such **Vice President** and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this **5th** day of **March, 1998**.


Notary Public

My commission expires:



ACKNOWLEDGMENT - McDONALD'S

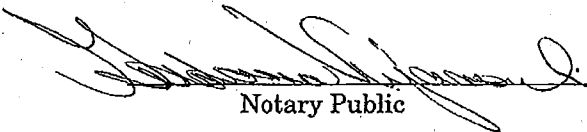
STATE OF ILLINOIS

 SS

COUNTY OF DUPAGE

I, Gordana Vujanovich, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that **Catherine A. Griffin, Assistant Vice President**, of McDonald's Corporation, a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such **Assistant Vice President**, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act as such **Assistant Vice President**, and as her free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this **5th** day of **March, 1998**.


Notary Public

My commission expires:

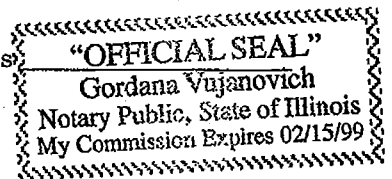


Exhibit "A"

Parcel I:

Lot 1, Shopko Acres Replat, an Addition to the City of Omaha, in Douglas County, Nebraska.

Parcel II:

Easement for the benefit of Parcel I as created by Cross-Easement Agreement filed August 5, 1986 in Misc. Book 784 at Page 237 and First Amendment to Cross-Easement Agreement filed February 24, 1998 in Misc. Book 1239 at Page 172 for ingress and egress over, under and across the land described as follows:

Lot 2, Shopko Acres Replat, an Addition to the City of Omaha, in Douglas County, Nebraska.



BK 1800 PG 239



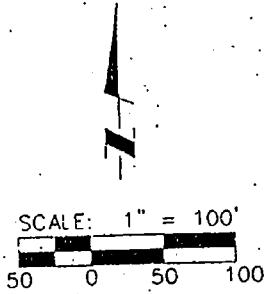
DEED 1987 03321

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INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

1A, NEBRASKA
E SUBDIVISION
RES REPLAT
D LOT 2

ION
SKA.

ADDRESS Lot 1 7400 N 30TH
Lot 2 7402 N 30TH

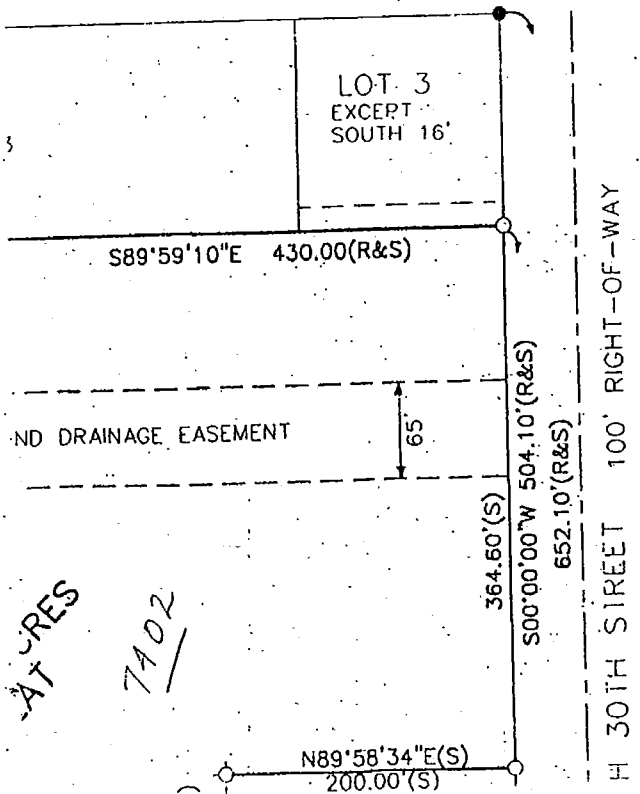


AS SHOWN ON THE FINAL PLAT
K 1800; PAGE 239.

TS ALONG THE ORIGINAL LINES OF
TION OF PLAT OF SHOPKO ACRES

VISIONS OF THE CROSS-EASEMENT
1, PAGE 237, BY AND BETWEEN
DIVIDING RECIPROCAL EASEMENTS FOR
3, PASSAGE, AND TRAFFIC AND FOR

3/4" PINCHED
TOP PIPE
TOP BENT-
STRAIGHTENED
& RESET



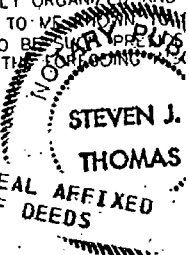
AT RES
7402

OWNER'S CERTIFICATION:
KNOW ALL PERSONS BY THESE PRESE
THAT WE, SHOPKO STORES, INC., A M
OWNERS OF THE PROPERTY DESCRIBE
HAVE CAUSED SAID LAND TO BE SUB

9650
FEE 31.80 R
DEL. PA C/O COMP 7/12
LEGAL PG SCANDL FV
New # 44-35652
FB44-35650 (11a)

ACKNOWLEDGEMENT OF NOTARY:

STATE OF WISCONSIN)
) ss
COUNTY OF BROWN)
PERSONALLY CAME BEFORE ME
AND RICHARD D. SCHEPP, PRESIDENT
CORPORATION DULY ORGANIZED AND
MINNESOTA, AND TO ME KNOWN TO BE
TO ME KNOWN TO BE THE SIGNER
THEY EXECUTED THIS INSTRUMENT
IN HIS AUTHORITY.



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

COUNTY TREASURER'S CERTIFICATE
THIS IS TO CERTIFY THAT I FIND
AGAINST THE PROPERTY DESCRIBE
RECORDS OF THIS OFFICE.

7-2-1997
DATE:

PLANNING DIRECTOR'S APPROVAL:
APPROVED AS A SUBDIVISION OF
WITH PLAT REQUIREMENTS WAIVED
OF OMAHA, 1956. THIS SUBDIVIS
RECORDED WITH THE COUNTY REG

7/9/97
DATE:

SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY THAT I HAVE
AND THAT PERMANENT MARKERS
THE LOTS BEING PLATTED AND TI
DIRECT PERSONAL SUPERVISION A

FOUND CUT "X" ON
MANHOLE COVER

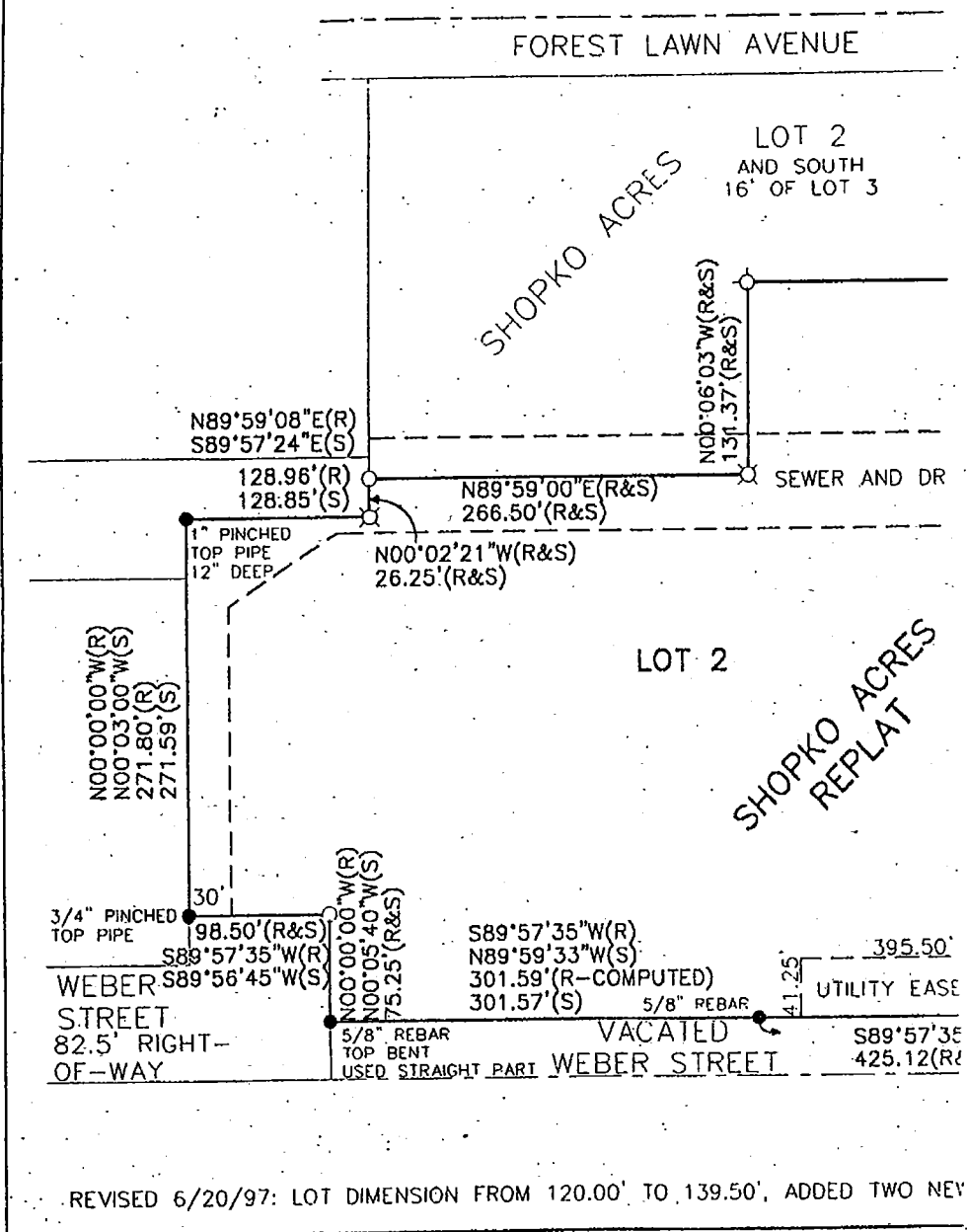
LEGEND:

- - PIN FOUND - AS NOTED
- - SET PIN - 5/8" REBAR
W/ CAP MARKED PLS 459
- X - FOUND "X"
- ⊗ - SET CHISELED "X" IN CONCRETE
- ⊙ - SET CONCRETE NAIL IN ASPHALT
- (S) - SURVEYED AS
- (R) - RECORDED AS

NOTE: UTILITY AND SEWER AND DRAINAGE EASEMENTS AS S OF SHOPKO ACRES AS FILED MARCH 27, 1987 IN BOOK 180

NOTE: THIS REPLAT IS SUBJECT TO UTILITY EASEMENTS ALG LOT 1, SHOPKO ACRES AS SET FORTH IN THE DEDICATION O AS FILED MARCH 27, 1987 IN BOOK 1800, PAGE 239.

NOTE: THIS REPLAT IS SUBJECT TO TERMS AND PROVISIONS AGREEMENT FILED AUGUST 5, 1986 IN MISC. BOOK 784, PAG SHOPKO STORES, INC. AND L.C. DEVELOPMENT CO. PROVIDING PEDESTRIAN AND VEHICULAR INGRESS, EGRESS, PARKING, PAS UTILITIES.



3212

2 N 30TH ST

CERTIFICATION:

PERSONS BY THESE PRESENTS:
SHOPKO STORES, INC., A MINNESOTA CORPORATION, THE UNDERSIGNED
THE PROPERTY DESCRIBED HEREON AND EMBRACED WITHIN THIS PLAT
D SAID LAND TO BE SUBDIVIDED INTO LOTS AS SHOWN ON THIS PLAT.

44-35650
-35650 (116)
110

SHOPKO STORES, INC.,

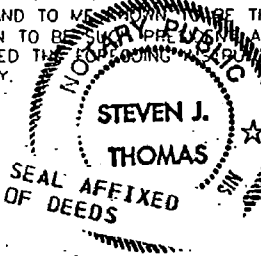
BY: Dale P. Kramer DT
DALE P. KRAMER, PRESIDENT

ATTEST: [Signature]
RICHARD D. SCHEPP, SECRETARY

STATEMENT OF NOTARY:

WISCONSIN)
)ss

BROWN)
I FULLY CAME BEFORE ME THIS 15th DAY OF July, 1997, DALE P. KRAMER
& RICHARD D. SCHEPP, PRESIDENT AND SECRETARY, RESPECTIVELY, OF SHOPKO STORES, INC., A
DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF
WISCONSIN AND TO ME AND TO THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND
I HAVE BEEN DULY PRESENT AND SECRETARY OF SAID CORPORATION AND ACKNOWLEDGED THAT
THEY HAVE EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE ACT OF SAID CORPORATION, BY
THEIR RESPECTIVE SIGNATURES.



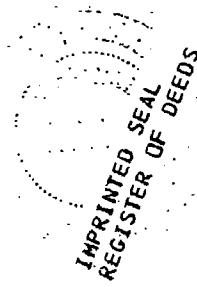
[Signature]
STEVEN J. THOMAS
NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION IS PERMANENT.

TAXASURER'S CERTIFICATION:

I CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT
ON THE PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION AND AS SHOWN BY THE
MAPS ON FILE IN THIS OFFICE.

1997

[Signature]
COUNTY TREASURER
Eric M. Haney



DIRECTOR'S APPROVAL:

AS A SUBDIVISION OF NOT MORE THAN TWO (2) LOTS, PARCELS OR TRACTS,
THE REQUIREMENTS WAIVED PER SECTION 7.08 HOME RULE CHARTER OF THE CITY
OF OMAHA, IBERLAND PARK, 1956. THIS SUBDIVISION APPROVAL IS VOID UNLESS THIS PLAT IS FILED AND
RECORDED WITH THE COUNTY REGISTER OF DEEDS WITHIN THIRTY (30) DAYS OF THIS DATE.

2

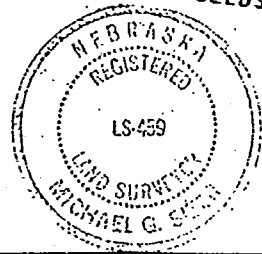
[Signature]
PLANNING DIRECTOR

IMPRINTED SEAL
REGISTER OF DEEDS

CERTIFICATE:

I CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED HEREON
AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL CORNERS OF
THE PROPERTY BEING PLATTED AND THAT THIS PLAT WAS MADE BY ME OR UNDER MY
PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND
SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

Dale D. [Signature] 6/20/97
REGISTER L.S. REG. NO. 459 NEBRASKA. DATE



OFFICE OF DOUGLAS COUNTY SURVEYOR'S OFFICE, OMAHA, NE.

DONALD'S CORPORATION DRAWN BY DAS/MGS
880 COLLEGE BOULEVARD, SUITE 500 PROJECT 197-30
BERNARD PARK, KANSAS 66210 (19730B)

LOT 1, SHOPKO ACRES, OMAHA, DOUGLAS COUNTY, NE.
6/20/97 REVISED
NO. 11 PAGE NO. 22 DATE 5/16/97 PREV. REG. NO. 459 NE
LAND SURVEYING • 525 SOUTH MAIN STREET • COUNCIL BLUFFS, IA 51503 • PH. (712) 323-5626



RECEIVED

FEB 24 1 51 PM '98

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

2083 H
FEE 20.50 FB 44-85652
BKP 91-495 C/O V COMP V
DEL SCAN PV

LIMITED WARRANTY DEED

NEBRASKA DOCUMENTARY
STAMP TAX
50 Date 2/24/98
6/2 BY DW

THIS INDENTURE, Made this 23 day of February, 1997, between **SHOPKO STORES, INC**, a Corporation duly organized and existing under and by virtue of the laws of the State of Minnesota, located at Green Bay, Wisconsin, party of the first part, and System Capital Real Property Corporation, a Delaware Corporation, party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents does give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, heirs and assigns forever, the following described real estate, situated in the County of Douglas, State of Nebraska, to-wit:

SEE ATTACHED
EXHIBIT A

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

960905

-41-

Said premises shall be deed restricted as follows:

1. single tenant use
2. 19'6" plus 3' HVAC
3. shall be prohibited from being used as a pharmacy, drugstore, optical center, discount retailer or general toy store.

To have and to hold the said premises as above described with the hereditaments, appurtenances and restrictions, unto the said party of the second part, and to heirs and assigns FOREVER.

And the said Shopko Stores, Inc., party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said party of the second part, heirs and assigns, that the above bargained premises, in the quiet and peaceable possession of the said party of the second part, heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, by, through or under said Shopko Stores, Inc., party of the first part, and none other, it will forever WARRANT and DEFEND.

IN WITNESS WHEREOF, the said Shopko Stores, Inc., party of the first part, has caused these presents to be signed by Dale P. Kramer, its President, and countersigned by Richard D. Schepp, its Secretary, at Green Bay, Wisconsin, and its corporate seal to be hereunto affixed.

SHOPKO STORES, INC.

By:



JT

Dale P. Kramer, President

Attest:



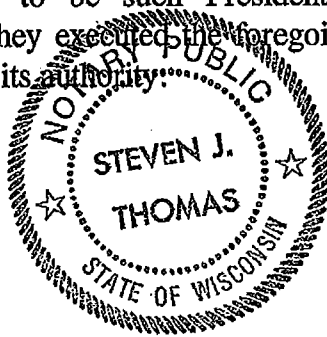
Richard D. Schepp, Secretary

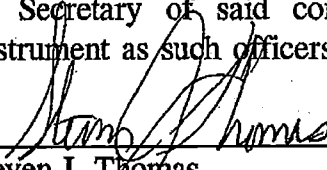
STATE OF WISCONSIN)

) ss.

COUNTY OF BROWN)

Personally came before me this 22nd day of September, 1997, Dale P. Kramer, President and Richard D. Schepp, Secretary of Shopko Stores, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Minnesota, and to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said corporation and acknowledged that they executed the foregoing instrument as such officers as the act of said corporation, by its authority.





Steven J. Thomas
Notary Public, Wisconsin
My Commission is permanent

EXHIBIT A

**LOT 1 SHOPKO ACRES REPLAT,
DOUGLAS COUNTY NEBRASKA,**

**including all improvements thereon, if any,
and rights, burdens and easements appurtenant
thereto including signage, if any.**

CROSS-EASEMENT AGREEMENT

(30th & Weber, Omaha, Nebraska)

THIS AGREEMENT made this 4th day of AUGUST, 1986, by and between SHOPKO STORES, INC., a Minnesota corporation, ("Shopko") and L C DEVELOPMENT CO., a Nebraska corporation, ("Developer").

WHEREAS, Shopko is the owner of a certain parcel of real estate located in Douglas County, Nebraska, described on Exhibit "1" appended hereto (the "Shopko Site"); and

WHEREAS, the Developer is the owner of a certain parcel of real estate located in Douglas County, Nebraska, described on Exhibit "2" attached hereto (the "Developer's Site"); and

WHEREAS, the parties hereto desire to develop and utilize the Shopko Site and the Developer's Site (hereinafter sometimes referred to as "Site" and collectively referred to as the "Entire Parcel") as an integrated and unified shopping center; and

WHEREAS, the parties hereto desire to provide reciprocal easements for pedestrian and vehicular ingress, egress, parking, passage and traffic and for utilities in, over, upon, across and through the Entire Parcel, the Common Areas and such other areas as are hereinafter provided as though the Entire Parcel were developed and utilized as a single integrated shopping center.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt, value and

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sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

ARTICLE I

Definitions

1.01. Occupant. The term "Occupant" shall mean and include each of the parties hereto, their respective heirs, successors and assigns (including mortgagees) and any person who shall be from time to time entitled to the use and occupancy of space located within the Entire Parcel under any lease, sublease, license or concession agreement, or other instrument or arrangement under which such rights are acquired.

1.02. Common Areas. The term "Common Areas" shall mean and include all parts of the Entire Parcel which are such areas as are from time to time devoted primarily to parking, approaches, exits, entrances, sidewalks, exterior landscaping, incidental and interior roadways, service roads, loading areas and other similar areas.

1.03. Permittees. The term "Permittees" shall mean and refer to all Occupants and all customers, employees, licensees and other business invitees of Occupants.

ARTICLE II

Easements

2.01. Grant of Easements. The Developer and Shopko hereby grant each to the other and to each individual, partnership, joint venture, corporation, trust, unincorporated association, governmental agency or other business entity now or hereafter holding an ownership interest in fee in any part of the

Entire Parcel (which persons are herein sometimes singularly called an "Owner" and collectively called the "Owners") the following easements for use by the Owners and their respective Permittees, without payment of any fee or charge, except as otherwise agreed in writing between the Owners:

2.01.1. Pedestrian Easements. Nonexclusive easements for the purpose of pedestrian traffic between each Site and (i) each other Site which is contiguous thereto; (ii) the public streets and alleys now or hereafter abutting or located on any portion of the Entire Parcel; (iii) the parking areas now and hereafter located on the Entire Parcel and (iv) over, upon, across and through the Common Areas; limited, however, to those portions of each Site which are improved by the Owner thereof from time to time for pedestrian walkways and made available by such Owner for general use, as such portions may be reduced, increased or relocated from time to time by each such Owner in conformity with the Site Plan attached hereto as Exhibit "3" (the "Site Plan").

2.01.2. Vehicular Easements. Nonexclusive easements for the purpose of vehicular traffic over, upon, across and between each Site and the public streets and alleys now and hereafter abutting or located on any portion of the Entire Parcel; limited, however, to those portions of the Entire Parcel which are improved by the Owner thereof from time to time for vehicular accessways as such portions may be relocated from time to time by such Owner in accordance with the Site Plan.

2.01.3. Common Component Easements. Nonexclusive easements for 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 Site, the encroachment of common components of improvements and the maintenance, repair and replacement of the same; limited, however, to those portions of each Development Tract on which an improvement is contiguous to an improvement constructed on another Site. Any Owner of a Site (the "Benefited Site") 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 Site will submit plans and specifications showing the improvements proposed to be constructed on the Benefited Site to the Owner of the Site (the "Burdened Site") which will be burdened by the easements hereby created for approval of such plans and specifications by the Owner of the Burdened Site.

(b) Approval of such plans and specifications by the Owner of the Burdened Site will constitute a designation of the portion(s) of the Burdened Site to be used for the purposes therein described. Any approval requested shall not be unreasonably delayed, denied or withheld.

(c) The construction of the improvements on the Benefited Site 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 Site or the improvements thereon or impose an unreasonable load on such improvements.

(d) The Owner of the Benefited Site will indemnify and hold the Owner of the Burdened Site harmless from all loss, cost and expense arising from the construction use, maintenance, repair, replacement and removal of the improvements on the Benefited Site and the exercise of the rights of the Owner of the Benefited Site hereunder. When the exercise of the rights hereby granted to the Owner of the Benefited Site requires entry upon the Burdened Site or the improvements thereon, the Owner of the Benefited Site will give due regard to the use of the Burdened Site and the improvements thereon in the exercise of such rights and will promptly repair, replace or restore any and all

improvements on the Burdened Site 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 Site, the Owner of the Burdened Site and the Owner of the Benefited Site 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, insurance, property taxes, repair and replacement of any common wall, roof or structural joinder constructed by the owner of the Benefited Site (other than components providing support) will be paid solely by the Owner of the Benefited Site (except that each Owner shall bear the costs of routine maintenance, repair and decoration of its side of any common wall).

(f) The Owner of the Burdened Site agrees on the written request of the Owner of

the Benefited Site, 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.

2.01.4. Utility Easements. Nonexclusive easements for the installation, use, 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; and other utility lines or systems hereafter developed to serve one or more of the Sites; provided, however, that all pipes, wires, lines, conduits, mains, sewers, systems and related equipment (hereafter called "Utility Facilities") will be installed underground or otherwise enclosed and will be installed, operated and maintained in a manner which will not unreasonably interfere with the use or unreasonably detract from the appearance of the Entire Parcel or the improvements thereon when such Utility Facilities are located. The Owner of any Burdened Site 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 Site 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 unreasonably interrupt any utility service to the improvements then located on the Benefited Site(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.

2.01.5. Access Easements. Nonexclusive easements in accordance with the Site Plan between each Site and the public streets and ways abutting or crossing any portion of the Entire Parcel for the purpose of providing ingress, egress and access to the easements hereby created and to the Common Areas.

2.01.6. Construction Easements. Nonexclusive easements for the purpose of constructing the improvements on the Entire Parcel, including reconstruction, installation, replacement, modification, care and maintenance, provided such use of a Burdened Site is reasonably necessary, will be diligently prosecuted in accordance with sound construction practices and will not unreasonably interfere with the use of the Burdened Site or the improvements thereon.

2.01.7. Parking Easements. Nonexclusive easements in and to the parking lot for access to and to use for vehicular parking purposes. Such parking easements shall consist of at least 5.0 parking spaces for each 1,000 square feet of Net Building Floor Area in the Entire Parcel. "Net Building Floor Area" is gross building area less (i) penthouse and mezzanine areas used for mechanical, electrical, telephone and other

operating equipment, (ii) patio or outside sales areas, (iii) loading docks, or (iv) upper levels of multi-deck areas used for office space and storage. The easements for parking spaces and access shall be provided in accordance with the Site Plan.

2.01.8. Lighting Facilities Easement. Nonexclusive easements for access to and use by the Owners and Occupants of either Site to the public light poles located adjacent to the perimeters of either Site for installation, repair, replacement, maintenance and removal of electrical wires, conduit, lighting fixtures and related apparatus to share the use of such poles for lighting the Common Area on either Site.

2.01.9. Fire and Emergency Access. A nonexclusive easement for fire protection and emergency access for pedestrian and vehicular access, ingress and egress over, across, on and through the Common Areas for the benefit of the Shopko Site in common with such other parcels to which Developer might grant similar nonexclusive easements consistent with providing the Shopko Site and Developer's Site with such fire and emergency access as is required by law.

2.01.10. Self-Help Easements. Nonexclusive rights of reasonable entry and easements over, across and under each Site for all purposes to the extent reasonably necessary to enable any other Owner of a Site to perform any of the provisions of this Agreement which a defaulting Owner has failed to perform.

2.02. Unimpeded Access. The Owners agree that no barricade or other divider will be constructed between the Sites and the Owners will do nothing to prohibit or discourage the free

and uninterrupted flow of vehicular or pedestrian traffic throughout the Site in the areas designated for such purpose by the Owner of each Site; provided that each Owner will have the right to temporarily erect barriers to avoid the possibility of dedicating such areas for public use or creating prescriptive rights therein. Nothing contained herein shall prohibit either party from maintaining an outdoor lawn and garden area or sales area in the Common Area as designated on the Site Plan.

ARTICLE III

Nature of Easements and Rights Granted

3.01. Each and all of the easements and rights granted or created herein are appurtenances to the affected portions of the Entire Parcel and none of the easements and rights may be transferred, assigned or encumbered except as an appurtenance to such portions. For the purposes of such easements and rights, the parcels which are benefited shall constitute the dominant estate, and the particular areas of the Entire Parcel which respectively are burdened by such easements and rights shall constitute the servient estate.

3.02. Each and all of the easements, covenants, restrictions and provisions contained in this Agreement:

(a) Are made for the direct, mutual and reciprocal benefit of the Occupants and Permittees of the respective Sites;

(b) Create mutual equitable servitudes upon each parcel in favor of the other Sites;

(c) Constitute covenants running with the land; and

(d) Shall bind every person or entity having any fee, leasehold or other interest in any portion of the Entire Parcel at any time or from time to time to the extent that such portion is affected or bound by the easement, covenant, restriction, or provision in question, or to the extent that such easement, covenant, restriction or provision is to be performed on such portion.

3.03. The acceptance of any transfer or conveyance of title from any party hereto or its respective heirs, representatives, successors or assigns of all or any part of its interest in its Site shall be deemed to:

(a) Require the prospective grantee to agree not to use, occupy or allow any lessee or occupant of such Site to use or occupy the Site in any manner which would constitute a violation or breach of any of the easements and covenants contained herein; and

(b) Require the prospective grantee to assume and agree to perform each and all of the obligations of the conveying party under this Agreement with respect to any such Site which will be conveyed to each grantee, in each case by a written instrument executed,

acknowledged and recorded in the Office of the Register of Deeds of Douglas County, Nebraska.

Notice of each such conveyance and agreement shall be served by the conveying party upon each party or entity then owning fee title to any part of the Entire Parcel within ten (10) days after such conveyance. The notice shall be accompanied by a copy of the conveyance and agreement. Upon such assumption by the new grantee and the service of proper notice, the conveying party shall thereupon be released from any future obligation under this Agreement with respect to the parcel so conveyed to the prospective grantee in compliance with this document, but shall not be relieved from past obligations. The parties hereto agree to execute and deliver any and all documents or assurances necessary or desirable to evidence such release for the purpose of recording or otherwise. When a grantee is a mortgagee, no personal liability or responsibility shall be deemed to be assumed by such mortgagee until and unless such mortgagee actually takes possession of a Site in connection with a mortgage foreclosure action.

ARTICLE IV

Maintenance of Common Areas

4.01. Each party shall maintain the Common Areas from time to time located on its Site. Such maintenance shall include, but shall not be limited to:

- (a) Maintenance, repair and replacement of the surface and subsurface of the Parking

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

(b) Maintenance and care of all grass, shrubs and landscaping, including, but not limited to, the fertilizing, watering, mowing and trimming thereof;

(c) Removal from the Common Areas and Parking Area of papers, debris, ice, snow, refuse and other hazards to persons using the said Areas, and washing or thoroughly sweeping paved areas as required;

(d) Maintenance of such appropriate Parking Area entrance, exit and directional signs, markers and lights as will be reasonably required from time to time; and

(e) Such painting and repainting as may be required to maintain the Parking Area and equipment installed thereon in high quality condition.

4.02. In the event that any party shall fail to properly maintain that portion of the Common Area which is from time to time located on its parcel (such party being herein referred to as the "Defaulting Party"), any other party

(hereinafter referred to as the "Nondefaulting Party") may send written notice of such failure to the Defaulting Party. Such notice shall contain an itemized statement of the specific deficiencies (hereinafter referred to as the "Deficiencies") in the Defaulting Party's performance of the Common Areas maintenance to be performed by it. The Defaulting Party shall have ten (10) days after receipt of the said notice in which to correct the Deficiencies or in which to commence to correct the Deficiencies if the Deficiencies cannot be corrected within the said ten (10) day period, and thereafter, to proceed diligently to complete the correction of the Deficiencies. In the event that the Defaulting Party shall unreasonably fail or refuse to timely correct or to begin to correct the Deficiencies, as the case may be, the Nondefaulting Party may, at its option, correct the Deficiencies. In the event that the Nondefaulting Party shall exercise the said option and shall correct the Deficiencies, the Defaulting Party shall, promptly upon receipt from the Nondefaulting Party of an itemized invoice for the costs incurred by the Nondefaulting Party in correcting the Deficiencies, pay all costs to the Nondefaulting Party.

4.03. 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 Site will operate and maintain all of the areas of the Burdened Site which are subject to the pedestrian and vehicular easements created by Sections 2.01.1 and 2.01.2 of this Agreement in sound structural and operating condition at the sole expense of the Owner of the

Burdened Site. The operation and maintenance of the common component and encroachment easements created by Section 2.01.3 of this Agreement and the payment of the expenses associated therewith will be governed by the terms of Section 2.01.3 in the absence of specific agreement between the Owners of the Benefited Site(s) and the Burdened Site(s). The Owner of each Burdened Site pursuant to Section 2.01.4 will operate and maintain all Utility Facilities located within the boundaries of such Burdened Site 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 relating to Utility Facilities serving more than one Site occasioned thereby will be borne by the Owners of the Benefited Site(s) which are serviced by such Utility Facilities in the ratio which the gross floor area of the improvements located on each Benefited Site bears to the total gross floor area of the improvements located on all Benefited Sites; 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 a single Site and no other Owner will have any liability with respect thereto. No costs of operation and maintenance are associated with the easements provided by Section 2.01.5. The costs of operation and maintenance of the easements provided by Section 2.01.6 shall be borne by the Owner of the Benefited Site.

The costs of operation and maintenance of the easements provided by Section 2.01.7 shall be borne by the Owner of the Burdened Site (the Parking Site).

The cost of operation and maintenance of the easements provided by Section 2.01.8 shall be borne by the Owners of the Benefitted Site.

The cost of operation and maintenance of the easements provided by Section 2.01.9 shall be borne by Shopko so long as Developer does not grant any other nonexclusive easement of this nature to a third party. If such easement is granted, the cost of the easement shall be shared equally by all parties benefitting therefrom.

ARTICLE V

Enforcement - Injunctive Relief

5.01. In the event of any violation by any party hereto or by any Permittee or Occupant of any part of the Entire Parcel of any of the terms, restrictions, covenants and conditions provided herein, any of the parties, or their respective successors or assigns, as the case may be, shall have in addition to the right to collect damages, 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 all other parties to this Agreement and to the persons or entity guilty of such violation or threatened violation.

5.02. A party will not be in default under this Agreement unless such party shall have been served with a written

notice specifying the default and shall fail to cure such default within thirty (30) days after receipt of such notice, or shall fail to commence to cure the default within such period of time if the default cannot be cured within the said thirty (30) day period, and thereafter, to proceed diligently to complete the curing of the default.

5.03. It is expressly agreed that no breach of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement, but this limitation shall not affect, in any manner, any other rights or remedies which the parties may have by reason of any breach of this Agreement.

ARTICLE VI

Restriction on Development

6.01. It is agreed that the Entire Parcel shall be developed and utilized substantially^{in accordance} with the Site Plans attached hereto as Exhibits "3" or "3a".

6.02. It is agreed that for so long as the Shopko Site is being used for the operation of a general merchandise discount department store, no portion of the Entire Parcel other than the Shopko Site may be used for a general merchandise discount department store, pharmacy, drugstore, dental clinic, or optical center. This restriction shall not be deemed to prevent or prohibit any sale of health and beauty aid items which are customarily sold from other types of retail stores, nor shall it be deemed to prevent Developer's Site from being leased, occupied or used for the sale of merchandise items similar to those which may be sold by Shopko. For purposes of the foregoing, the Shopko

Site shall be deemed to be "used" if occupied by a party or entity using the building and not closed to the public for the conduct of business for more than 365 days unless such closure is for repair, restoration or remodeling. This restriction may be waived solely by Shopko in writing by an instrument recorded in the Office of the Register of Deeds in which the Cross-Easement Agreement is recorded. The foregoing restriction shall not affect uses in existence on the Entire Parcel on the date of the recording of this Cross-Easement Agreement in the office of the Register of Deeds for Douglas County, Nebraska.

6.03. It is agreed that a parking ratio of not less than 5.0 spaces per 1,000 square feet of Net Building Floor Area will be maintained on the Entire Parcel unless condemnation makes maintenance of this parking ratio of ground level parking impossible with the amount of then-existing development on the Entire Parcel.

6.04. No curbcuts or public highway access points shown on the Site Plan shall be altered, modified, vacated or discontinued in any manner whatsoever without the written approval of Shopko and the Developer.

ARTICLE VII

Sign Criteria

7.01. Each Party will adhere to such of the sign criteria for their respective Site set forth in Exhibit "4" hereto as is permitted by law.

ARTICLE VIIIMutual Indemnification

8.01. Each Party, with respect to its portion of the Entire Parcel, shall comply with all applicable laws, rules, regulations and requirements of all public authorities and shall indemnify, defend and hold each other Party harmless from and against any and all claims, demands, losses, damages, liabilities and expenses and all suits, actions and judgments (including, but not limited to, costs and reasonable attorneys' fees) arising out of or in any way related to the failure by such Party to maintain its portion of the Entire Parcel in a safe and proper condition. Each Party shall give each other Party prompt and timely notice of any claim made or suit or action commenced which, in any way, could result in indemnification hereunder.

ARTICLE IXInsurance and Subrogation

9.01. Shopko and the Developer shall obtain and maintain all risk insurance covering all of the buildings and improvements now or hereafter located on its Site, in an amount equal to ninety percent (90%) of the full replacement cost thereof. Shopko and the Developer shall also obtain and maintain comprehensive public liability insurance covering injuries to persons and property on, in or about its Site, with a single limit of not less than Five Million Dollars (\$5,000,000.00) with a deductible not in excess of One Hundred Thousand Dollars (\$100,000.00). All such policies of insurance shall be issued by solvent and responsible insurance companies authorized to do

business in the State of Nebraska, and all such policies shall contain a waiver of the right of subrogation. In addition, whenever (a) any loss, cost, damage or expense resulting, directly or indirectly, from fire, explosion or any other casualty, accident or occurrence is incurred by any Party, and (b) such Party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense, then such Party hereby releases each other Party from any liability it may have on account of loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance and hereby waives any right of subrogation in excess of a deductible under such insurance not in excess of \$100,000.00 per occurrence which might otherwise exist in or accrue to any person on account thereof.

ARTICLE X

Condemnation

10.01. If all or any part of the Entire Parcel is condemned or taken by any duly constituted authority for a public or quasi-public use, then that portion of the resulting award attributable to the value of any land within the Common Areas so taken shall be payable only to the owner thereof and no claim thereto shall be made by the other owner; provided, however, that all other owners may file collateral claims with the condemning authority, over and above the value of the land within the Common Areas so taken, to the extent of any damage suffered by the Sites of such other owners resulting from the severance of the appurtenant Common Areas so condemned or taken. The owner of the Common Areas so condemned or taken shall promptly repair and

restore the remaining portion of the Common Areas owned by such owner as near as practicable to the condition of same immediately prior to such condemnation or taking and without contribution from any other owner. Nothing contained herein shall require any owner to construct other than a ground-level parking lot. If any buildings or other improvements on a Site are condemned or taken, then the resulting award shall be made available and used for repair and reconstruction of such buildings or other improvements, and the same shall promptly be repaired and reconstructed as near as practicable to the condition of same immediately prior to such condemnation or taking.

ARTICLE XI

Duration and Termination

11.01. The easements, covenants, restrictions and other provisions of this Agreement shall be of perpetual duration.

11.02. This Agreement, or any easement, covenant, restriction or undertaking contained herein, may be terminated, extended or amended as to each of the portions of the Entire Parcel only by the recording of the appropriate document in the Office of the Register of Deeds of Douglas County, Nebraska, which document must be executed by all of the owners and mortgagees, and other holders of recorded interests affected thereby, as of the date of such document, of the Entire Parcel.

ARTICLE XIINot a Public Dedication

12.01. Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication or any portion of the Entire Parcel to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement will be strictly limited to and for the purposes expressed herein.

ARTICLE XIIIRecording

13.01. A fully executed counterpart of this Cross-Easement Agreement shall be recorded in the Office of the Register of Deeds of Douglas County, Nebraska.

ARTICLE XVBenefit

14.01. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, representatives, successors and assigns.

ARTICLE XVWaiver

15.01. No waiver of any breach of any of the easements, covenants and/or agreements herein contained shall be construed, as, or constitute a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.

ARTICLE XVI

Separability

16.01. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

ARTICLE XVII

Applicable Law

17.01. This Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska.

ARTICLE XVIII

Counterparts

18.01. This Agreement shall be executed in several counterparts, each of which shall be deemed an original.

ARTICLE XIX

Notice

19.01. All notices under this Agreement shall be effective if mailed certified mail, return receipt requested, as follows (unless notice of a change of address is given pursuant hereto):

A. If to SHOPKO:

Shopko Stores, Inc.
P.O. Box 19060
Green Bay, Wisconsin 54307-9060
Attn.: Director of Real Estate

Copy by ordinary mail to:

Super Valu Stores, Inc.
P.O. Box 990

Minneapolis MN 55440
Attn.: Legal Department

and

Kelley, Weber, Pietz & Slater, S.C.
530 Jackson Street
Wausau, Wisconsin 54401
Attn.: Colin D. Pietz

B. If to DEVELOPER:


L C Development Co.
One Old Mill
101 South 108th Avenue
Omaha, NE 68154
Attn: Jay Lerner



Copy by ordinary mail to:

Gaines, Otis, Mullen & Carta
Regency One
10050 Regency Circle
Omaha, NE 68114
Attn: Sal Carta

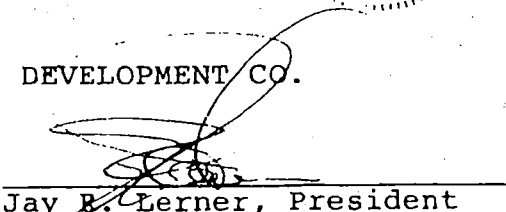
IN WITNESS WHEREOF, the parties hereto have executed
this Cross-Easement Agreement as of the day and year first above
written.

SHOPKO STORES, INC., a
Minnesota corporation

By: 
William J. Tyrrell,
President

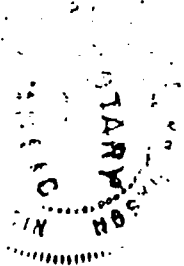
By:  
William C. Hunt, Secretary

L C DEVELOPMENT CO.

By: 
Jay R. Lerner, President

STATE OF WISCONSIN)
) ss
COUNTY OF BROWN)

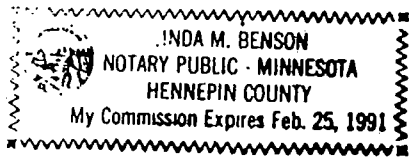
Personally came before me this 3rd day of July, 1986, William J. Tyrrell, President of Shopko Stores, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Minnesota, and to me known to be the person who executed the foregoing instrument, and to me known to be such President of said corporation and acknowledged that he executed the foregoing instrument as such officer as the act of said corporation, by its authority.



Patricia J. Mason
Notary Public, Wisconsin
My Commission Expires: 1/21/90

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

Personally came before me this 18th day of July, 1986, William C. Hunt, Secretary of Shopko Stores, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Minnesota, and to me known to be such person who executed the foregoing instrument, and to me known to be such Secretary of said corporation and acknowledged that he executed the foregoing instrument as such officer as the act of said corporation, by its authority.



Linda M. Benson
Notary Public, Minnesota
My Commission Expires: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

Personally came before me this 4 day of August, 1986, the above named Jay R. Lerner, President, of L C Development Co., a corporation duly organized and existing under and by virtue of the laws of the State of Nebraska, and to me known to be such person who executed the foregoing instrument, and to me known to be such President of said corporation and acknowledged that he executed the foregoing instrument as such officer as the act of said corporation, by its authority.

Diane M Brock

Notary Public, Nebraska
My Commission expires: 8-5-87



THIS INSTRUMENT DRAFTED BY:

Colin D. Pietz
Kelley, Weber Pietz & Slater, S. C.
530 Jackson Street
Wausau, Wisconsin 54401

EXHIBIT "1"

to

CROSS-EASEMENT AGREEMENT
(30th & Weber, Omaha, Nebraska)

Lots 1 through 8 inclusive and Lot 13, Block 220; the East 380.00 feet of Block 221; all of Block 222; all of Block 223; including all of 31st Street right-of-way adjacent to said Blocks 220, 221, 222 and 223; the North one-half of Weber Street right-of-way, adjacent to Blocks 220, and 223; all of Hanover Street right-of-way, West of 30th Street for 746.5 feet; and the South one-half thereof, adjacent to the West 30 feet of Lot 7, and all of Lot 8, Block 220, Florence Addition, Douglas County, Nebraska,

Except that part thereof described as follows:

The North 148.0 feet of Block 222 together with the North 148.0 feet of the vacated alley in said Block 222, the North 148.0 feet to the East 63.50 feet of Block 221 and the West 266.5 feet of the East 330.0 feet of Block 221, all in Florence Addition to the City of Omaha, Douglas County, Nebraska together with the North 148.0 feet of vacated 31st Street adjoining said Blocks 222 and 221 and the North 15.0 feet of vacated Hanover Street adjoining the West 266.5 feet of the East 330.0 feet of said Block 221.

EXHIBIT "2"

to

CROSS-EASEMENT AGREEMENT
(30th & Weber, Omaha, Nebraska)

The North 148.0 feet of Block 222 together with the North 148.0 feet of the vacated alley in said Block 222, the North 148.0 feet to the East 63.50 feet of Block 221 and the West 266.5 feet of the East 330.0 feet of Block 221, all in Florence Addition to the City of Omaha, Douglas County, Nebraska together with the North 148.0 feet of vacated 31st Street adjoining said Blocks 222 and 221 and the North 15.0 feet of vacated Hanover Street adjoining the West 266.5 feet of the East 330.0 feet of said Block 221.

BOOK 784 PAGE 265

LEBER STREET

305.25'

90.5'

80'

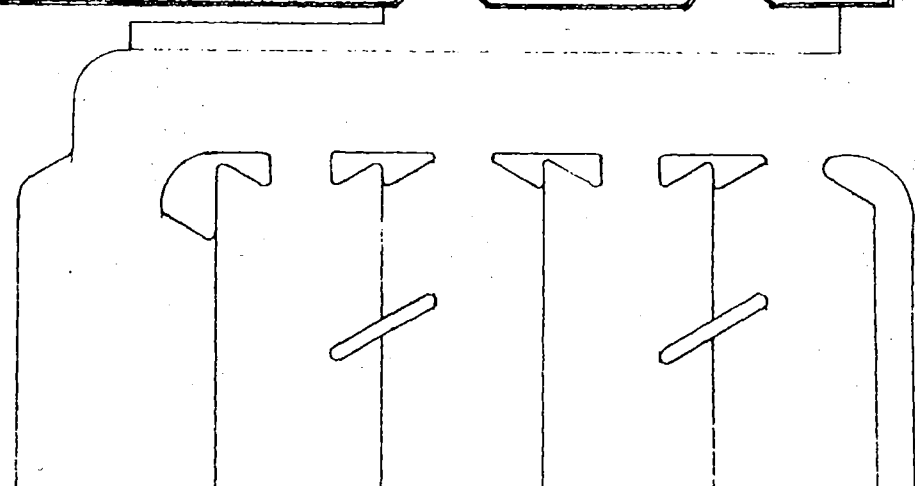
EMPLOYEE
PARKING
40 CARS.

SHOPLAND (123,000 S.F.)

84.5'

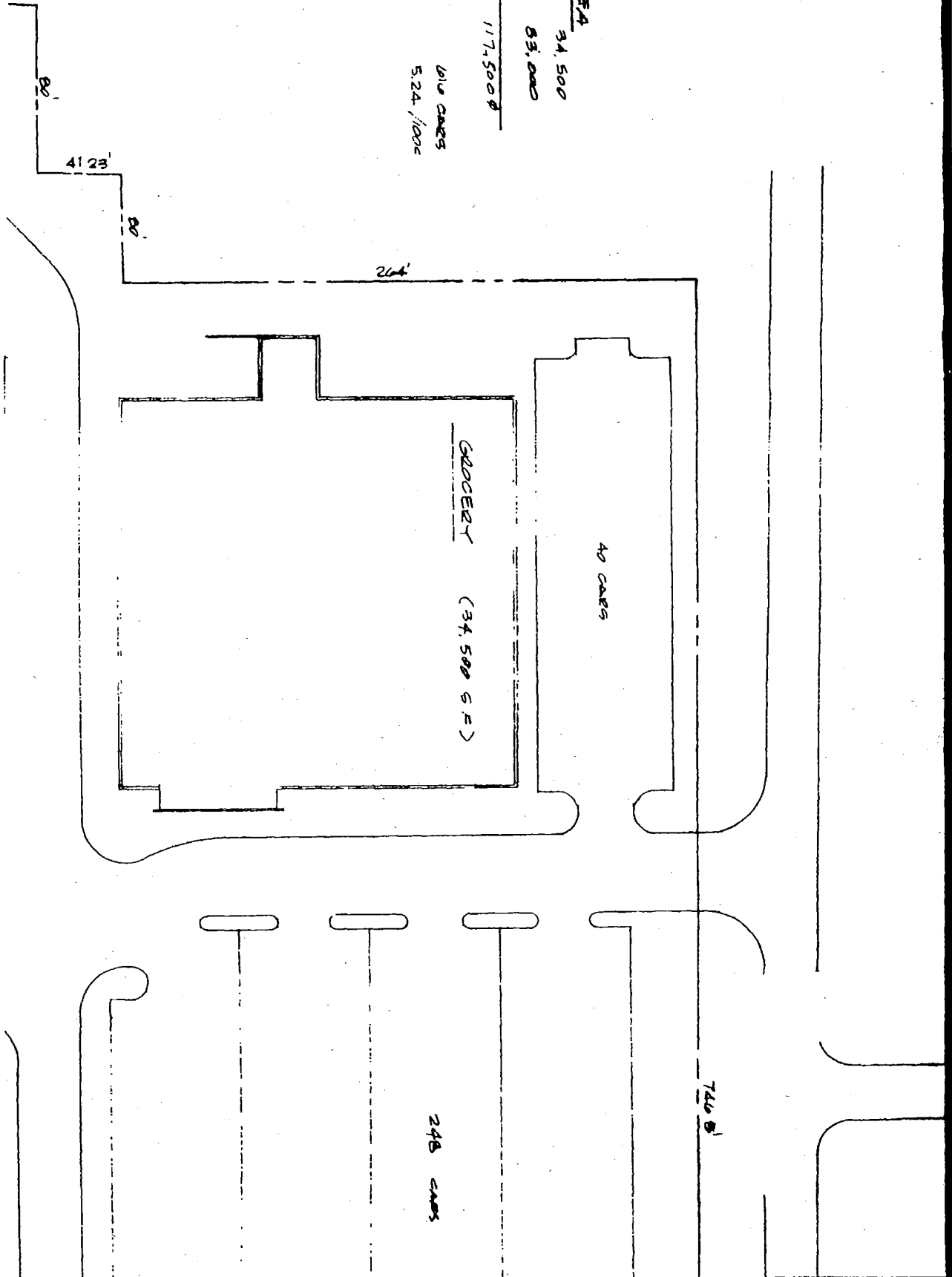
61.25'

SITE PLAN
SCALE: 1"=20'



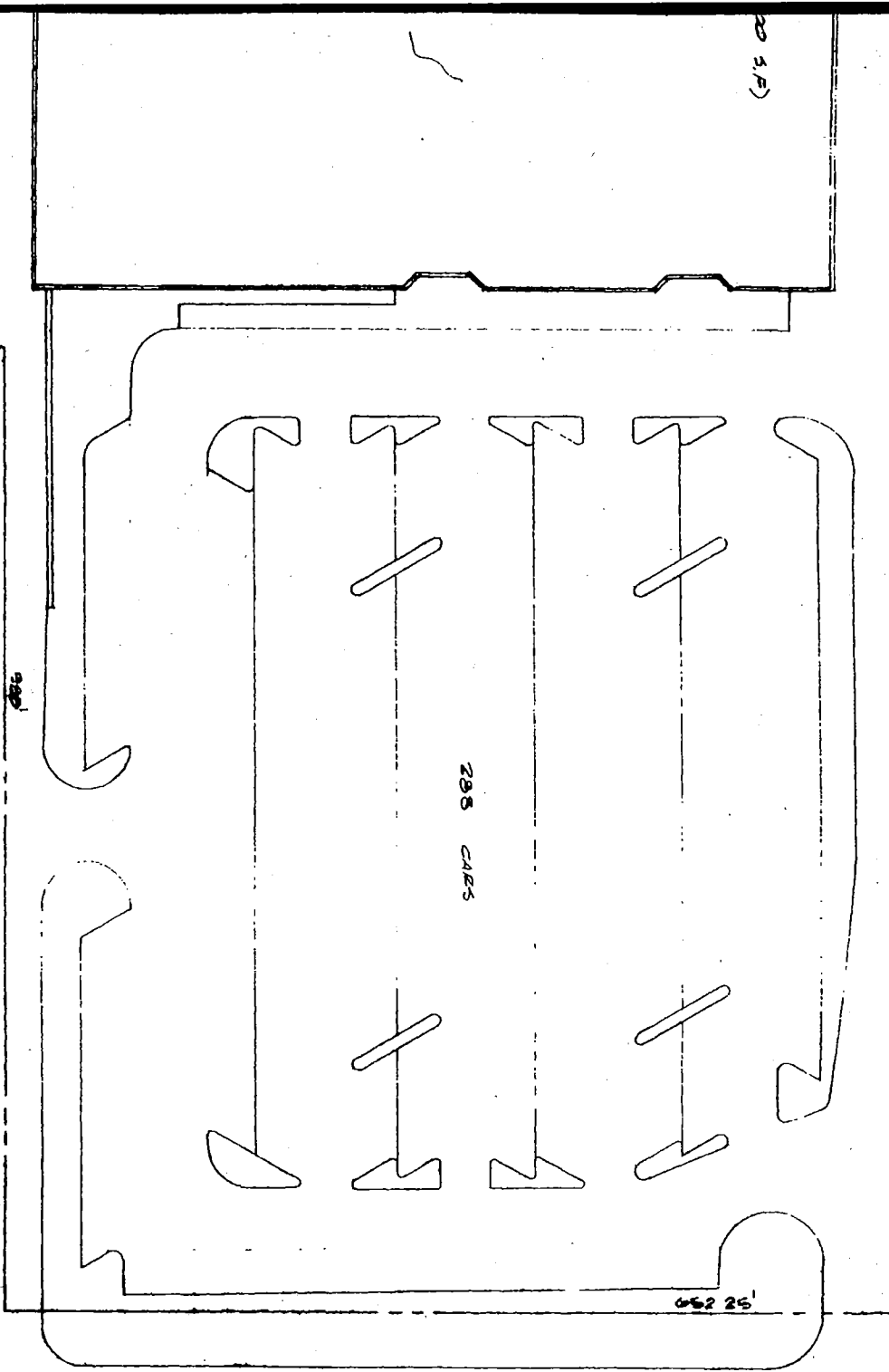
BUILDING AREA
GROCERY 34,500
SHIPYD 83,000

TOTAL 117,500
PARKING RATIO 610 CARS
5.24 / 1000

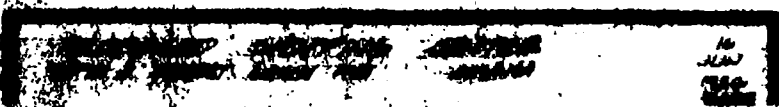


BOOK 784 PAGE 267

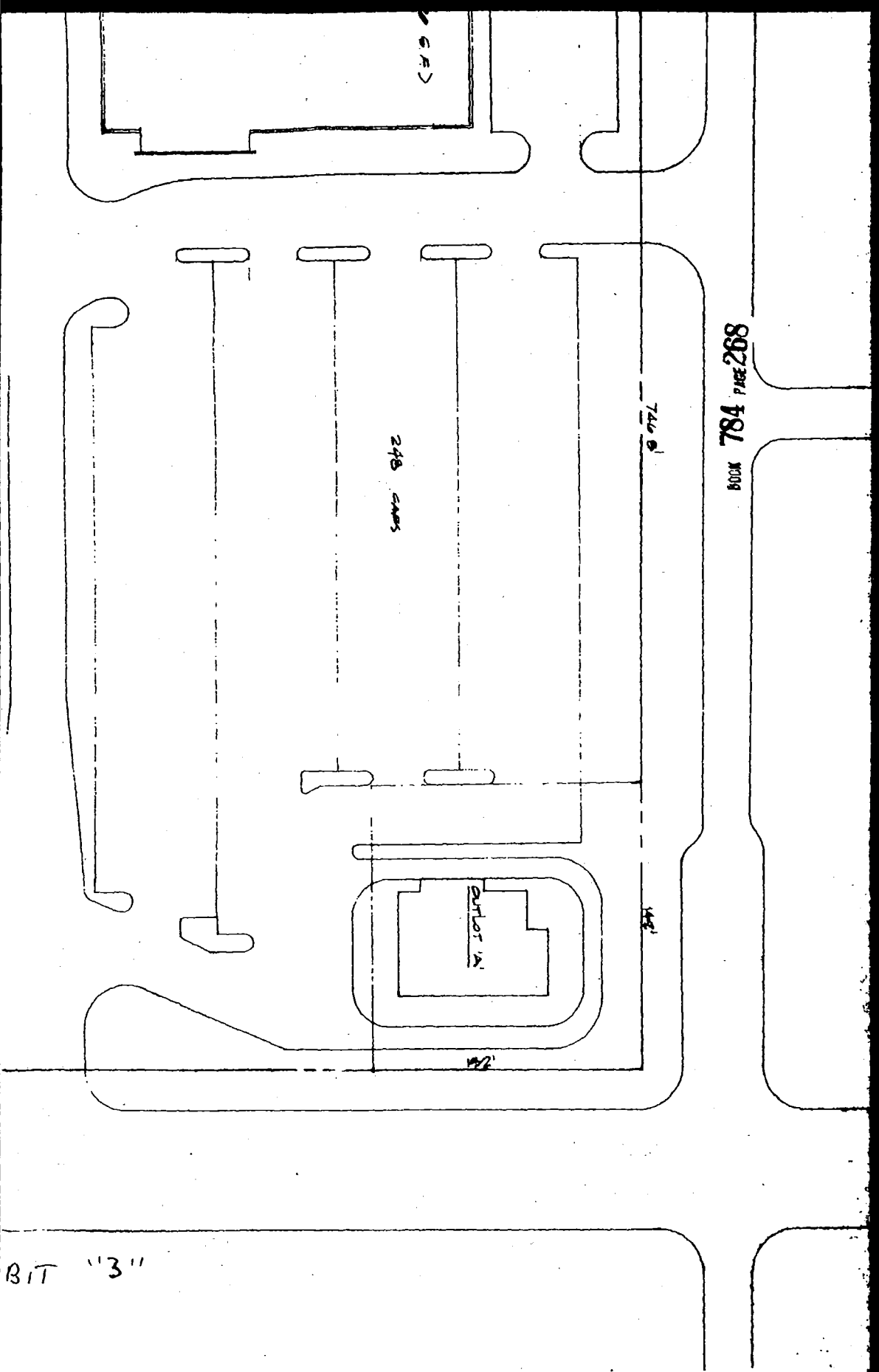
SITE PLAN
SCALE: 1" = 10'



EXHIBIT



HOWIN
ASSOCIATES, INC.
184 NORTH 188 TH AVE.



BOOK 784 PAGE 268

velan
 NO. ARCHITECTS
 BHANA, MUMBAI



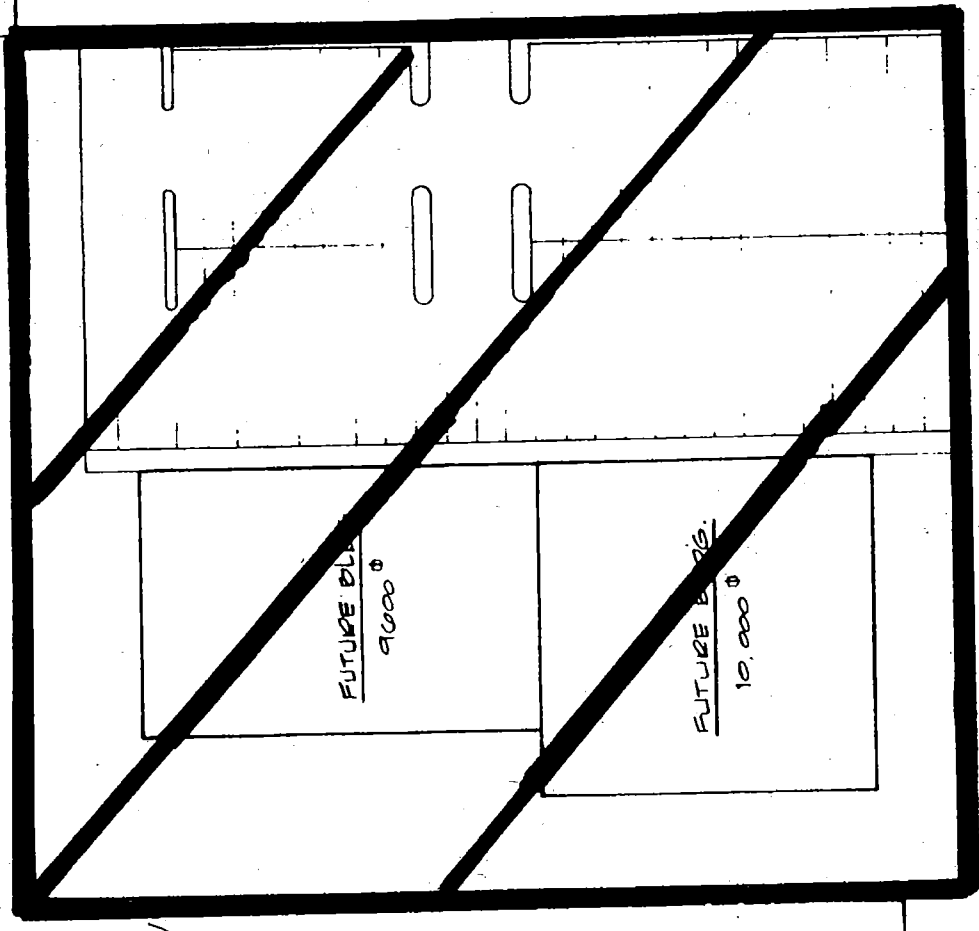
THE LEVERAGE COMPANY
 ONE OLD HILL
 MUMBAI

DATE

FOREST LAWN AVE

BOOK 784 PAGE 269

DEVELOPER MAY CONSTRUCT ONE OR MORE BUILDINGS WITHIN CROSS HATCHED AREA →



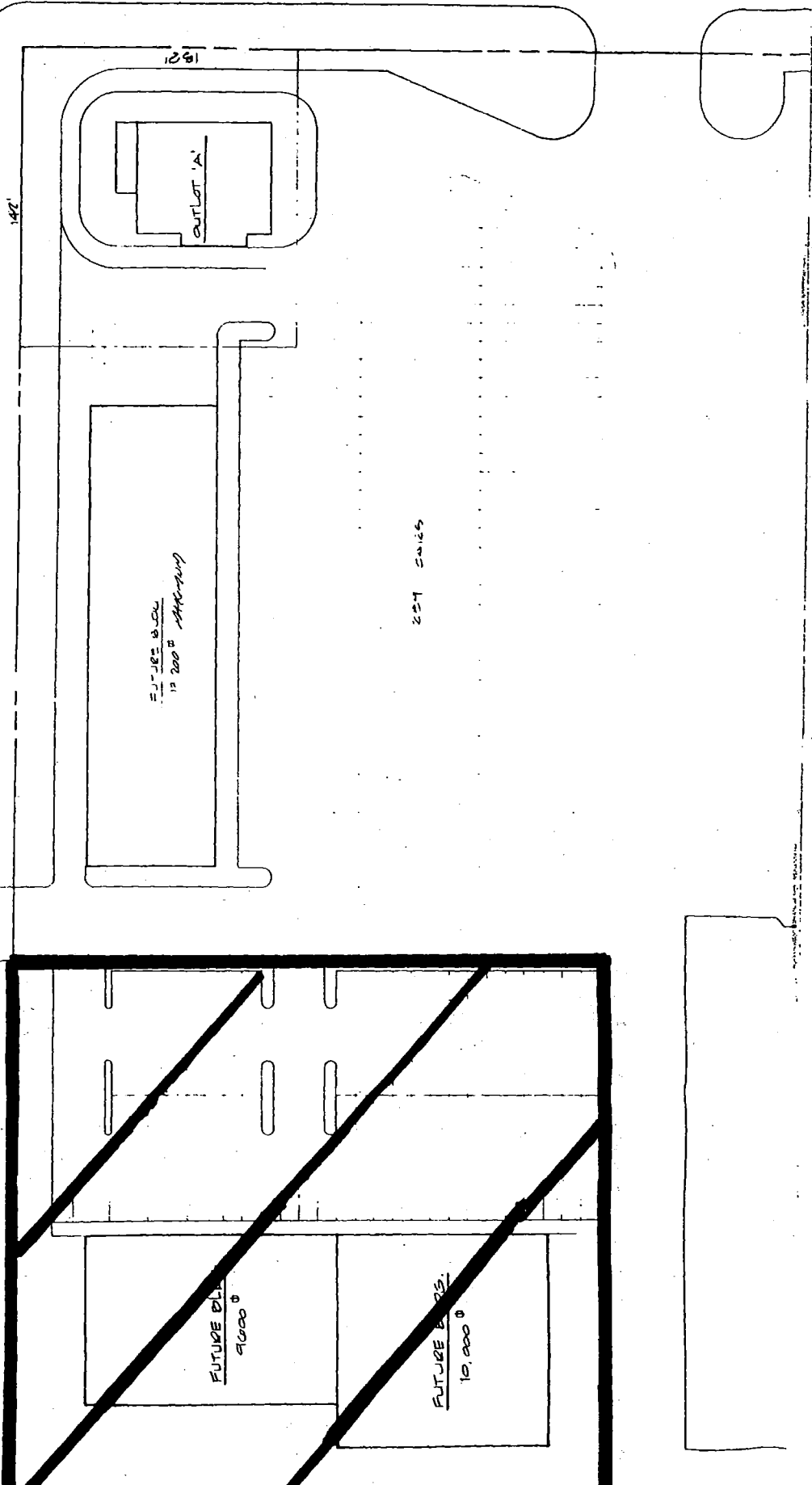
FUTURE BLDG.
9,000 sq ft

FUTURE BLDG.
10,000 sq ft

FOREST LAWN AVE

BOOK 784 PAGE 270

30 TH STREET



SITE PLAN
SCALE: 1" = 50.0'

BUILDING SUMMARY	
SHOPS	83,000 #
CHOPS	22,800 #
TOTAL	115,800 #
PARKING	617 CARS
RATIO	5.79 CARS/SHOP

EMPLOYEE
MARKING
40 CARS

SHOPS
83,000 #

SITE PLAN
SCALE: 1"=500.0'

BOOK 784 PAGE 272

255 5385

WEBER STREET

Exhibit "3a"

SITE PLAN
SCALE: 1"=50.0'

5-0-0-0
D3,000 #

EXHIBIT "4"

TO

SHOPKO STORES, INC.

CROSS-EASEMENT AGREEMENT
(30th and Weber, Omaha, Nebraska)

SIGN CRITERIA

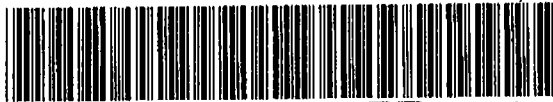
1. There shall be no flashing, rotating or moving signs or markers of any type.
2. There shall be no signs painted on the exterior surface of any building or on roof tops.
3. There shall be no freestanding or pylon signs other than pylon signs to be maintained by Shopko, Developer, and the owner of outlot shown on Exhibits "3," on their respective parcels which may have an attraction panel with ~~changeable~~ ^{and 3a} copy.
4. Signs may be attached to the facing surfaces of the buildings and any canopies, but shall not be suspended underneath any canopies.
5. There shall be no rooftop signs.
6. No advertising signs will be permitted at the rear of any buildings, except in the case of stores with customer entrances opening directly onto the parking areas.
7. There shall be permitted delivery and access signs in the rear of the buildings.

632/633/704/707
 24-683/684/685/699
 687/634 JV

BK 784 Del VK N 194-5017 Fee 194-5017
 PG 237-273 Indx mt/rw 24-26 NWC B.C.
 NE Miscella Comp L Comp JV

RECEIVED
 1986 AUG -5 AM 11:42
 DORCAS COUNTY, NEBR.

14717
 MISC
 1986



RECEIVED

FEB 24 1 38 PM '98

RICHARD H. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

2407 H

FEE 4.50 FB

BKP 24-1 C/O COMP

CCAN

FIRST AMENDMENT TO CROSS-EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO CROSS-EASEMENT AGREEMENT (the "Agreement") dated February 23, 1998, is between SHOPKO STORES, INC., a Minnesota corporation ("ShopKo"), and Lerner Omaha Partnership, a Nebraska general partnership, successor in interest to L C DEVELOPMENT CO., a Nebraska corporation. The following statements are a material part of this First Amendment.

A. ShopKo and L C Development Co., a Nebraska corporation, entered into that certain Cross-Easement Agreement dated August 4, 1986 (the "Cross-Easement Agreement") and recorded in Book 784, Page 237, covering the property described on Exhibit A and Exhibit B attached hereto and incorporated herein. The property described on Exhibit A was replatted into Lot 1 ShopKo Acres, Douglas County, Nebraska and the property described on Exhibit B was replatted into Lot 2 ShopKo Acres, Douglas County, Nebraska. 44-35650

B. The property described on Exhibit A attached to the Cross-Easement Agreement or Lot 1 ShopKo Acres is being re-subdivided and will become and be known as Lots 1 and 2, ShopKo Acres Replat (the "Re-Subdivision") and sometimes referred to in this First Amendment individually as Lot 1 Replat and Lot 2 Replat, respectively. 44-35652

C. The Parties desire to amend the Cross-Easement Agreement.

THEREFORE, in consideration of the foregoing preambles which are repeated in their entirety in this portion of this First Amendment, the covenants contained in this Agreement and other good and valuable consideration, the receipt of which is acknowledged, the Cross-Easement Agreement is amended as follows:

9601905

41

1. REVISION OF THE SITE PLAN

The Parties agree to revise the Site Plan, attached to the Cross-Easement Agreement as Exhibits "3" or "3a", to permit the Re-Subdivision, and the Site Plan shall be revised and replaced with the Revised Site Plans attached hereto and incorporated herein as Exhibits C-1 and C-2.

2. SURFACE DRAINAGE EASEMENT

The parties grant to the owner of Lot 1 Replat a perpetual, non-exclusive easement, appurtenant to Lot 1 Replat, for the purpose of surface draining any and all surface water runoff from Lot 1 Replat and the improvements which may, from time to time, be constructed, altered, modified and maintained thereon, over, upon and across the common areas of Lot 2 Replat, to the storm sewer easements granted in Article 2.01.4 of the Cross-Easement Agreement.

3. MAINTENANCE OF ACCESS DRIVEWAY

ShopKo and System Capital Real Property Corporation, a Delaware corporation, the contract purchaser of Lot 1 Replat, agree that notwithstanding anything contained in the Cross-Easement Agreement, ShopKo and its successors, transferees, and assigns shall maintain, at its sole cost and expense, that portion of the common access driveway providing access to the Entire Parcel (as that term is defined in the Cross-Easement Agreement) from North 30th Street and located at the southern portion of Lot 2 Replat as shown and cross-hatched on Exhibit C-1.

4. RESTRICTION ON DEVELOPMENT

Article 6.02 of the Cross-Easement Agreement is deleted in its entirety and replaced as follows:

6.02. It is agreed that for so long as the ShopKo Site is being used for the operation of a general merchandise discount department store, no portion of the Entire Parcel other than the ShopKo Site may be used (i) for a general merchandise discount department store similar in size and operation to Target, K-Mart, or Wal-Mart, provided, however, that a general merchandise discount department store not similar in size and operation to a Target, K-Mart, or Wal-Mart may be operated within the Developer's Site (as defined in the Cross-Easement Agreement) so long as it does not exceed 20,000 square feet in gross leaseable area, or (ii) a pharmacy, drugstore or optical store, except an optical store less than 2,400 square feet in total which is not affiliated with a national chain is permitted within the Developer's Site (as defined in the Cross-Easement Agreement). This restriction shall not be deemed to prevent or prohibit any sale of health and beauty aid items which are customarily sold from other types of retail stores, nor shall it be deemed to prevent Developer's Site from being leased, occupied or used for the sale of merchandise

items similar to those which may be sold by ShopKo. For purposes of the foregoing, the ShopKo Site shall be deemed to be "used" if occupied by a party or entity using the building and not closed to the public for the conduct of business for more than 365 days unless such closure is for repair, restoration or remodeling. This restriction may be waived solely by ShopKo in writing by an instrument recorded in the Office of the Register of Deeds in which the Cross-Easement Agreement is recorded. The foregoing restriction shall not affect uses in existence on the Entire Parcel on the date of the recording of this Cross-Easement Agreement in the office of the Register of Deeds for Douglas County, Nebraska.

5. The Parties (i) agree that any building constructed within Lot 1 ShopKo Acres Replat shall not exceed eighteen (18) feet above grade nor exceed four thousand (4,000) square feet in gross building area and shall be architecturally compatible with the improvements now situated on Lot 2 ShopKo Acres Replat and shall be constructed in the location shown on Exhibit C-2 attached, and (ii) acknowledge that any reduction in the parking ratios required under Sections 2.01.7 and 6.03 of the Cross-Easement as a necessary consequence of the construction of the building and site improvements depicted on Exhibit C-2 attached is expressly permitted.

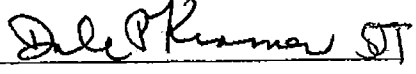
To indicate their consent to this Agreement, the Parties, or their authorized officers or representatives, have signed this document. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument, and the signature of any party to any counterpart shall be deemed a signature to and may be appended to any other counterpart.

Attest: 

Name: RICHARD D. SCHELL

Title: SECRETARY

SHOPKO STORES, INC., a
Minnesota corporation

By:  ST

Name: Dale P. Kramer

Title: President

LERNER OMAHA PARTNERSHIP

By: 

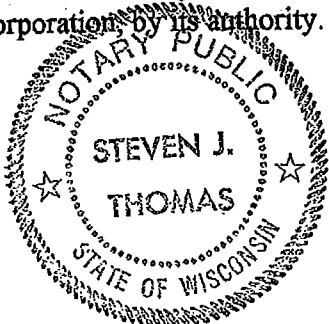
Name: _____

Title: Partner

Prepared by and Return to:
ShopKo Stores, Inc.
Steven J. Thomas
700 Pilgrim Way
Green Bay, WI 54307

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this 18th day of February, 1998, Dale P. Kemer, Richard D. Schupp of ShopKo Stores, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Minnesota, and to me known to be the person who executed the foregoing instrument, and to me know to be such President & Secretary of said corporation and acknowledged that he executed foregoing instrument as such officer as the act of said corporation by its authority.



[Signature]
Notary Public, Wisconsin
My Commission Expires: is permanent

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 4th day of February, 1998, by Jay R. Lerner, Partner of Lerner Omaha Partnership, a Nebraska General Partnership, on behalf of such Partnership.

Barbara Widman
Notary Public

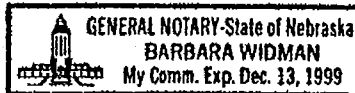


EXHIBIT A

CROSS-EASEMENT AGREEMENT
(30th & Weber, Omaha, Nebraska)

Lots 1 through 8 inclusive and Lot 13, Block 220; the East 380.00 feet of Block 221; all of Block 222; all of Block 223; including all of 31st Street right-of-way adjacent to said Blocks 220, 221, 222 and 223; the North one-half of Weber Street right-of-way, adjacent to Blocks 220, and 223; all of Hanover Street right-of-way, West of 30th Street for 746.5 feet; and the South one-half thereof, adjacent to the West 30 feet of Lot 7, and all of Lot 8, Block 220, Florence Addition, Douglas County, Nebraska,

Except that part thereof described as follows:

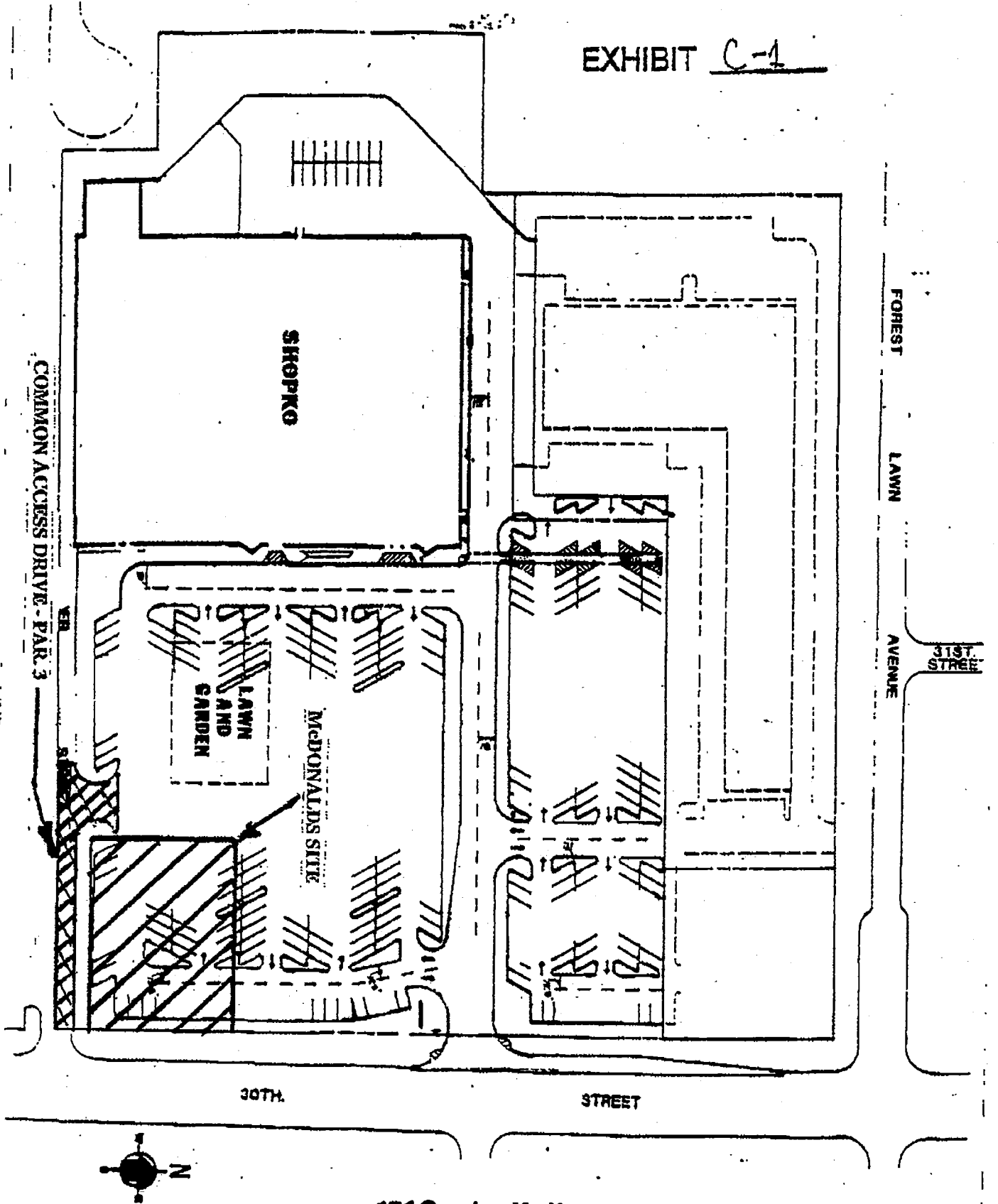
The North 148.0 feet of Block 222 together with the North 148.0 feet of the vacated alley in said Block 222, the North 148.0 feet to the East 63.50 feet of Block 221 and the West 266.5 feet of the East 330.0 feet of Block 221, all in Florence Addition to the City of Omaha, Douglas County, Nebraska together with the North 148.0 feet of vacated 31st Street adjoining said Blocks 222 and 221 and the North 15.0 feet of vacated Hanover Street adjoining the West 266.5 feet of the East 330.0 feet of said Block 221.

EXHIBIT B

CROSS-EASEMENT AGREEMENT
(30th & Weber, Omaha, Nebraska)

The North 148.0 feet of Block 222 together with the North 148.0 feet of the vacated alley in said Block 222, the North 148.0 feet to the East 63.50 feet of Block 221 and the West 266.5 feet of the East 330.0 feet of Block 221, all in Florence Addition to the City of Omaha, Douglas County, Nebraska together with the North 148.0 feet of vacated 31st Street adjoining said Blocks 222 and 221 and the North 15.0 feet of vacated Hanover Street adjoining the West 266.5 feet of the East 330.0 feet of said Block 221.

EXHIBIT C-1



d71 Omaha V. Me

ORDINANCE No. 23868

AN ORDINANCE vacating the north 10 feet of Weber Street from 30th Street to 31st Street in the SW 1/4, Section 28-16-13

_____ in the City of Omaha and providing the effective date hereof.

WHEREAS, petition representing owners of more than 75 percent of the property abutting on the north 10 feet of Weber Street from 30th Street to 31st Street in the SW 1/4, Section 28-16-13

_____ has been filed with the City of Omaha; and

WHEREAS, said property owners have in and by said petition waived any and all damages that may be occasioned by said vacation;

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

Section 1. That the north 10 feet of Weber Street from 30th Street to 31st Street in the SW 1/4, Section 28-16-13

_____ in the City of Omaha be, and is hereby, vacated; the vacating of the property herein described, and the reversion thereof, pursuant to applicable law, shall be subject to the conditions and limitations that there is reserved to the City of Omaha the right to maintain, operate, repair, and renew sewers now existing therein and in the future to construct, maintain, repair and renew additional or other sewers; also the right to authorize the Metropolitan Utilities District of the City of Omaha or any other public utility to construct, maintain, repair or renew and operate now existing or hereafter installed water mains, pole lines, conduits and other similar services or equipment above, on and below the surface of the ground for the purpose of serving the general public or abutting property; and the right so reserved shall also include such lateral connections or branch lines as may be ordered, desired or permitted by the City and to enter upon the premises to accomplish the above purpose at any and all times.

Section 2. That this ordinance shall take effect and be in force after 15 days from and after its passage.

INTRODUCED BY COUNCILMAN

[Signature]

APPROVED BY:

[Signature] 6/15/66
MAYOR OF THE CITY OF OMAHA DATE

PASSED

JUN 14 1966

APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY

ATTEST

[Signature]
CITY CLERK OF THE CITY OF OMAHA

I hereby certify that the foregoing is a true and correct copy of the original document now on file in the City Clerk's office.

[Signature]
BY CITY CLERK

11 *mai* *D*
RECEIVED

1966 JUN 30 PM 2 53

THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

THE CITY OF
Book 439
Page 32
Deeds, et seq.
Book 439
Page 32

City of Omaha
By *[Signature]*
City of Omaha

By *[Signature]*
City of Omaha
24-635
30
24

ORDINANCE No. 24731

AN ORDINANCE vacating Six point twenty-five (6.25) feet of Weber Street abutting on the south of the vacated north ten (10) feet of Weber Street, and extending from ten (10) feet west of the west line of 30th Street, sixty (60) feet west of the centerline of 30th Street to the east line of 31st Street in the City of Omaha and providing the effective date hereof.

WHEREAS, petition representing owners of more than 75 percent of the property abutting on Six point twenty-five (6.25) feet of Weber Street abutting on the south of the vacated north ten (10) feet of Weber Street and extending from ten (10) feet west of the west line of 30th Street, sixty (60) feet west of the centerline of 30th Street to the east line of 31st Street has been filed with the City of Omaha; and

WHEREAS, said property owners have in and by said petition waived any and all damages that may be occasioned by said vacation;

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

Section 1. That Six point twenty-five (6.25) feet of Weber Street abutting on the south of the vacated north ten (10) feet of Weber Street and extending from ten (10) feet west of the west line of 30th Street, sixty (60) feet west of the centerline of 30th Street to the east line of 31st Street in the City of Omaha be, and is hereby, vacated; the vacating of the property herein described, and the reversion thereof, pursuant to applicable law, shall be subject to the conditions and limitations that there is reserved to the City of Omaha the right to maintain, operate, repair, and renew sewers now existing therein and in the future to construct, maintain, repair and renew additional or other sewers; also the right to authorize the Metropolitan Utilities District of the City of Omaha or any other public utility to construct, maintain, repair or renew and operate now existing or hereafter installed water mains, pole lines, conduits and other similar services or equipment above, on and below the surface of the ground for the purpose of serving the general public or abutting property; and the right so reserved shall also include such lateral connections or branch lines as may be ordered, desired or permitted by the City and to enter upon the premises to accomplish the above purpose at any and all times.

Section 2. That this ordinance shall take effect and be in force after 15 days from and after its passage.

INTRODUCED BY COUNCILMAN
[Signature]

APPROVED BY:
[Signature] 5/29/68
MAYOR OF THE CITY OF OMAHA DATE

PASSED
MAY 28 1968

APPROVED AS TO FORM:
[Signature]
Dep. CITY ATTORNEY

ATTEST
[Signature]
CITY CLERK OF THE CITY OF OMAHA

Notary Seal: I, Notary Public for the State of Nebraska, do hereby certify that the foregoing is a true and correct copy of the original document filed for record in the City Clerk's Office on May 28, 1968.
[Signature]

COPIES
500
1000

RECORDED
1909 JUN 13 AM 9 42

100

Mar

THOMAS J. CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

1909 JUN 13 AM 9 42

RECEIVED

THE STATE OF NEBRASKA }
Receives hereby } ss.
Entered in Historical Index and filed
for Record in the office of the Register of
Deeds of said County and recorded in
Book 464 of P. M. S. C.
Page 561

James J. Connor
Register of Deeds

By _____
MAIL _____
City Omaha
Post Office _____
N. 211 - 6632 G.P.M.P.A.
Compared _____ 325

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

SHARON FOHRMAN,

CASE NO. CI _____

Plaintiff,

v.

COMPLAINT

MCDONALD'S
CORPORATION

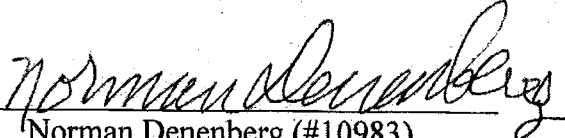
Defendant.

COMES NOW, Sharon Fohrman, the plaintiff, by and through her attorney, with a complaint against said defendant. Plaintiff states as follows:

1. Plaintiff and Defendant are residents of Douglas County, Nebraska.
2. On the 27th day of November 2012, Plaintiff was a customer of Defendant and was in Defendant's place of business addressed at 122 South 40th Street, Omaha, Nebraska.
3. That Plaintiff had purchased and paid for restaurant items including coffee at the main counter at said restaurant.
4. On the east wall of said restaurant is a self-service counter with a commercial ice and soda machine approximately five (5) feet, ten (10) inches high.
5. That the top of said machine is approximately eight (8) feet, four (4) inches above ground level.
6. As Plaintiff was preparing her coffee to preferred taste, the heavy, metal top of the soda machine fell and struck Plaintiff on the head causing her to fall backward.
7. Plaintiff invokes res ipsa loquitur to the above event of November 12, 2012.
8. That as a direct result of Defendant's negligence Plaintiff has suffered serious and permanent injuries and incurred medical expense.

WHEREFORE, Plaintiff prays for damages including outstanding medical bills to date in the amount of \$10,023.75, plus future medical expenses. Plaintiff seeks damages for her pain and suffering and costs of this action, and such other damages allowed by law.

Dated this 18th Day of December, 2014.

By: 
Norman Denenberg (#10983)
3814 Dodge Street
Omaha, Nebraska 68131
(402) 551-5540
Attorney for Plaintiff

CERTIFICATE OF SERVICE

The undersigned certifies that on the _____ day of _____, 2014, a true and correct copy of the above document was sent by [] regular U.S. mail postage paid [] by fax [] by internet e-mail [] electronically filed on PACER [] hand delivered by _____ to the following persons:

The Prentice - Hall Corporation System (Agent for Service of Summons)
233 South 13th Street Suite 1900
Lincoln, Nebraska 68508

Gallagher Bassett Services, INC., (Third-Party Liability Company)
PO BOX 7410
Oakbrook Terrace, IL 60181
(800) 545-3648
Claim Adjuster: Soni Dhami
(630) 317-1406
Fax: (855) 347-5511
E-mail: soni_dhami@gbtpa.com