

**STATE OF Nebraska  
COUNTY OF Douglas  
Project #OPW 52470  
File No. 21635-16**

**TITLE CERTIFICATE**

EFFECTIVE DATE: January 11, 2017, 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, Shopko Acres Replat 2, an Addition to the City of Omaha, Douglas County, Nebraska.**

ADDRESS: **7402 North 30 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:
- No Frills North 30th Realty, L.L.C. , a Nebraska limited liability company, by virtue of that certain Special Warranty Deed dated February 1, 2002 and recorded February 4, 2002 at Book 2202, Page 092, of the Records of Douglas County, NE.**
- 2.) Unreleased mortgages and liens of record:
- Real Estate Deed of Trust (With Future Advance Clause) dated May 9, 2002 and recorded May 22, 2002, in Book 7165 at Page 029 of the Mortgage Records of Douglas County, NE, executed by No Frills North Realty, L.L.C., in favor of Washington County Bank, as Trustee and Washington County Bank, as Beneficiary, securing the principal amount of \$3,100,000.00.**
- 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):

**None.**

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 by Plat and Dedication of Shopko Acres recorded March 27, 1987 at Book 1800, Page 239 of the Records of Douglas County, NE, in favor of Omaha Public Power District and U.S. West Communications, Inc., for installation and maintenance of utility facilities on, over, through, under and across a 5 foot strip of land adjoining all front and side boundary lines; an 8 foot strip of land adjoining all rear boundary lines of interior lots; and a 16 foot strip of land adjoining the rear boundary lines of all exterior lots.

Plat also reveals sewer and drainage easements across the Northerly and Westerly portion of said lot; and Utility Easement across the Southerly portion of said Lot.

Easements granted by Plat and Dedication of Shopko Acres Replat recorded August 7, 1997 at Book 1218, Page 486 of the Records of Douglas County, NE, Easements as shown on Plat Book 1800 at Page 239

Easements granted by Plat and Dedication of Shopko Acres Replat 2 recorded February 8, 2005 at Book

2217, Page 486 of the Records of Douglas County, NE, in favor of Omaha Public Power District, Qwest Corporation and any company which has been given a franchise to provide cable television in the area., for installation and maintenance of utility facilities on, over, through, under and across a 5 foot strip of land adjoining all front and side boundary lines; an 8 foot strip of land adjoining all rear boundary lines. Easements as shown on plat.

Plat also reveals sewer and drainage easements across the Northerly and Westerly portion of said lot; and Utility Easement across the Southerly portion of said Lot.

Easements for utilities as reserved in Ordinance No. 22946, recorded April 16, 1964 at Book 411, Page 109, of the Records of Douglas County, NE, above, on and below the surface of the vacated alley which comprises a portion of the subject property.

Redevelopment and Loan Agreement with Shopko Stores, Inc. recorded February 9, 1990 in Book 913 at Page 109 of the Records of Douglas County, NE, over a portion of property described therein.

Release of Easement recorded May 11, 1987 in Book 814 at Page 253 of the Records of Douglas County, NE, over a portion of property described therein filed by Northwestern Bell Telephone Company, Re: 1800-239

Release of Easement recorded May 11, 1987 in Book 814 at Page 254 of the Records of Douglas County, NE, over a portion of property described therein filed by Cox Cable of Omaha, Re: 1800-239

Release of Easement recorded May 11, 1987 in Book 814 at Page 255 of the Records of Douglas County, NE, over a portion of property described therein filed by Omaha Public Power District, Re: 1800-239

Cross-Easement Agreement recorded August 5, 1986 in Book 784 at Page 237 of the Records of Douglas County, NE, over a portion of property described therein.

First Amendment to Cross-Easement Agreement recorded February 24, 1998 in Book 1239 at Page 172 of the Records of Douglas County, NE, over a portion of property described therein.

Second Amendment to Cross-Easement Agreement recorded June 9, 2008 at Instrument No. 2008056891 of the Records of Douglas County, NE, affecting a portion of subject property as described therein.

Third Amendment to Cross-Easement Agreement recorded September 15, 2009 at Instrument No. 2009100704 of the Records of Douglas County, NE, affecting a portion of subject property as described therein.

Easements for utilities as reserved in Ordinance No. 23868, recorded June 30, 1966 at Book 439, Page 31, of the Records of Douglas County, NE, above, on and below the surface of the vacated street which comprises a portion of the subject property.

Easements for utilities as reserved in Ordinance No. 24731, recorded June 13, 1969 at Book 439, Page 31, of the Records of Douglas County, NE, above, on and below the surface of the vacated street which comprises a portion of the subject property.

Memorandum of Lease recorded July 3, 2008, at Instrument No. 2008066195 of the Records of Douglas County, NE, by No Frills North 30th Realty, LLC., as Lessor and NF Foods, LLC, a Nebraska Limited Liability Company.

Memorandum of Option Agreement recorded July 3, 2008 at Instrument No. 2008066198 of the Records of Douglas County, NE, by and between Nash Finch Company and NF Foods, LLC, a Nebraska Limited Liability Company, affecting a portion of subject property as described therein.

Access Easement and Sign Relocation Agreement recorded March 26, 2010 at Instrument No. 2010025774 of the Records of Douglas County, NE, by and between Weber Place, LLC., a Nebraska Limited Liability Company and North 30th Reality, LLC., a Nebraska Limited Liability Company , affecting a portion of subject property as described therein.

- 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. 1415-5150-22 for 2016 due and payable in 2017, levied in the amount of \$62,157.40, 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 18, 2017

TitleCore National, LLC

A handwritten signature in black ink, appearing to read "K. R. ...", is written over a horizontal line.

Registered Abstractor  
Under Certificate of Authority No. 662



8

AN ORDINANCE vacating alley between 30th Street and 31st Street from Hanover Street to Forest Lawn Avenue in the SW 1/4 of Section 28, Township 16 North, Range 13 # East of the 6th P.M. 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 alley between 30th Street and 31st Street from Hanover Street to Forest Lawn Avenue in the SW 1/4 of Section 28, Township 16 North, Range 13 East of the 6th P.M.

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 alley between 30th Street and 31st Street from Hanover Street to Forest Lawn Avenue in the SW 1/4 of Section 28, Township 16 North, Range 13 East of the 6th P.M.

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

Harry Trustin

APPROVED BY:

James J. Dwonak 4/1/64  
MAYOR OF THE CITY OF OMAHA DATE

PASSED

March 31, 1964

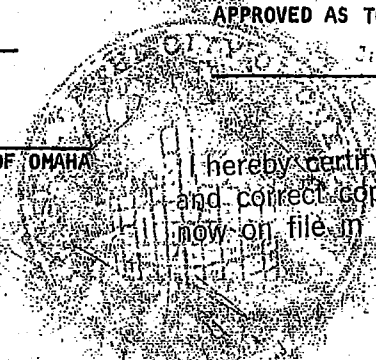
APPROVED AS TO FORM:

John Herbert M. Fitle  
CITY ATTORNEY

ATTEST

Fannie Sherman  
CITY CLERK OF THE CITY OF OMAHA

Deputy



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.

Mary Sullivan  
BY CITY CLERK

*S. J. Quinn*  
RECEIVED  
1934 APR 16 PM 1:17

THOMAS J. O'CONNOR  
MINISTER OF DEEDS  
CLERK OF THE COURT HOUSE

Enter in the name of the State of  
Deeds of said County and recorded in  
Book 411 of Deeds  
Page 109

*Thomas J. O'Connor*  
Minister of Deeds

BY Bo A. Wright Deputy  
MAIL Bo A. Wright  
N. Bo A. Wright S.P.S.  
CORRECTION 632 For 475  
24 - 633  
634

24



BK 0913 PG 109



MISC 1990 02336

THIS PAGE INCLUDED FOR  
INDEXING  
PAGE DOWN FOR BALANCE OF INSTRUMENT

AN ORDINANCE approving a Redevelopment and Loan Agreement with Shopko Stores, Inc., a Minnesota Corporation, and providing for an immediate effective date.

WHEREAS, the 30th and Forest Lawn Redevelopment Plan approved on April 30, 1985, provided for the development of a retail shopping center, construction of certain public improvements, replacement of a City fire station, property acquisition by the City, and the use of excess ad valorem taxes generated by such development; and,

WHEREAS, Shopko Stores, Inc. and the City of Omaha are desirous of entering into a Redevelopment Agreement which will allow for the construction of a community shopping center in conformance with the 30th and Forest Lawn Area Redevelopment Plan.

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

Section 1. That the Mayor is hereby authorized to execute, and the City Clerk to attest, the Redevelopment Agreement with Shopko Stores, Inc., attached hereto as Exhibit 1.

Section 2. This Ordinance, not being legislative in character, shall be immediately effective upon passage and approval.

INTRODUCED BY COUNCILMEMBER

Steve N. Tomasek

APPROVED BY:

Michael Boyle 1/30/86  
MAYOR OF THE CITY OF OMAHA DATE

PASSED JAN 28 1986 as amended

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.

ATTEST:

Mary Young  
CITY CLERK OF THE CITY OF OMAHA

APPROVED AS TO FORM: DEPT CITY CLERK  
BY

Tom Zung  
CITY ATTORNEY

2336 N.W. T

RECEIVED  
FEB 9 3 40 PM '90  
GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

BK 913 N \_\_\_\_\_ C/O \_\_\_\_\_ FEE 87.00  
PG 109-125 N \_\_\_\_\_ DEL MC 1015  
OF Misc COMP. \_\_\_\_\_ F/B \_\_\_\_\_

THIS AGREEMENT is entered into by and between the City of Omaha, a Nebraska municipal corporation, and Shopko Stores, Inc., a Minnesota corporation.

RECITALS:

WHEREAS, on April 30, 1985, the City Council of the City of Omaha approved the 30th and Forest Lawn Area Redevelopment Plan which provided for the development of a retail center, certain public improvements, replacement of a City fire station and the use of the excess ad valorem taxes generated by such development; and

WHEREAS, this Agreement is a redevelopment agreement done pursuant to the Nebraska Community Development Law to give effect to the above-referenced Redevelopment Plan.

IN CONSIDERATION OF THESE MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

Section 1. Definitions.

The following terms, whether plural or singular, shall have the following meanings for purposes of this Agreement.

1.1 "City" shall mean the City of Omaha, Nebraska, a municipal corporation of the metropolitan class.

1.2 "Developer" shall mean Shopko Stores, Inc., a Minnesota corporation.

1.3 "Final Acquisition Cost" shall mean the final cost of purchase of and relocation from the Redevelopment Properties, established either through negotiation or through eminent domain proceedings, pursuant to all State and Federal laws governing public acquisition.

1.4 "Fire Station" shall mean Omaha Fire Station No. 23 located within the redevelopment site and described on Exhibit "A" attached hereto.

1.5 "Redevelopment Properties" shall mean those properties to be acquired by the City and conveyed to the Developer, described on Exhibit "B", attached hereto.

1.6 "Redevelopment Site" shall mean the area described on Exhibit "A", attached hereto.

*Amended By  
Doc. # 140 of 148/84  
(17)*

1.7 "Retail Center" shall mean a two-phased development, Phase I of which shall be a Shopko store, approximately 83,000 square feet in area; and Phase II of which shall be an accessory commercial building, with not less than 25,000 square feet in area; and parking lot and other improvements for both phases built in general accordance with the plans attached hereto as Exhibit "D".

1.8 "TIF Bonds" shall mean any obligation issued by the City secured by the excess ad valorem taxes generated within the redevelopment site.

Section 2. Obligations of the City.

The City shall:

2.1 Acquire the Redevelopment Properties, using funds provided by the Developer up to a maximum of \$1,050,000. Any Final Acquisition Costs in excess of \$1,050,000 shall be paid by the City.

2.2 Convey good and merchantable title to the Redevelopment Properties to the Developer.

2.2.1 The closing date shall be on or before June 1, 1986.

2.2.2 The Redevelopment Properties shall be conveyed in "as is" condition.

2.3 The City shall order and cause to be delivered to the Developer, c/o Colin D. Pietz, Kelley, Weber, Pietz & Slater, S.C., 530 Jackson Street, Wausau, Wisconsin 54401, at least fifteen (15) days prior to closing a commitment for an owner's policy of title insurance in the amount of the purchase price naming the Developer as the intended insured written by a responsible title insurance company licensed to conduct business in the State of Nebraska, with extended coverage endorsement, which commitment shall show the title to the Redevelopment Properties and the Fire Station to be marketable, subject only to taxes in the year of closing, municipal and zoning ordinances and recorded utility easements which do not adversely affect development of the proposed Retail Center. The cost of the title insurance search, if any, and the title insurance policy shall be borne by the City. The cost of any increases in the amount of coverage shall be borne by the Developer. If Developer gives City notice of any title defects within fifteen (15) days after receipt of the title policy commitment which are not acceptable, or if the commitment does not contain the extended coverage endorsement, the City shall cure such defects. If any such defects are not cured by the closing date, Developer may elect to accept such title as City is able to convey or terminate this Agreement. In the event of such termination, all parties shall be relieved of all obligations hereunder and Developer shall receive a full refund of all monies paid hereunder.

2.4 Vacate City rights of way within the Redevelopment Site as shown on Exhibit "A" within 30 days after acquisition of abutting properties, except that necessary utility and sewer easements shall be retained. Such rights of way shall be rededicated to the City without cost should construction of the Retail Center not begin within thirty-six (36) months of the date of execution of this Agreement.

2.5 Attempt to issue TIF Bonds on or before May 1, 1986 of at least \$375,000; to be used for the following purposes:

2.5.1 The design and construction of the public improvements described on Exhibit "C" attached hereto.

2.5.2 A grant of \$100,000 to the Developer toward the acquisition of the Redevelopment Site.

2.5.3 The establishment of a contingency fund to pay any Final Acquisition Costs on the Redevelopment Properties in excess of \$1,050,000.

2.6 In the event that TIF Bonds are not issued in a timely manner pursuant to 2.5 herein, the City shall design and construct the public improvements described on Exhibit "C" using other funds. TIF proceeds may later be used to refinance these costs.

2.7 Transfer title of said Fire Station site to the Developer at closing and vacate the Fire Station no later than January 1, 1987. The City reserves the right to use the Fire Station at no cost to itself other than utilities prior to the date of vacation.

### Section 3. Obligations of the Developer.

The Developer shall:

3.1 Substantially complete construction of Phase I of the Retail Center within eighteen (18) months after closing and Phase II of the Retail Center within twenty-four (24) months after closing.

3.2 Provide funds to the City of the purpose of the acquisition of and relocation from the Redevelopment Properties, as follows:

3.2.1 The Developer shall deposit an amount not less than \$600,000.00 in an escrow account acceptable to the City and from which the City may draw funds from time to time as needed to pay Final Acquisition Costs.

3.2.2 Sums not used for such Final Acquisition Costs shall be refunded to the Developer. The Developer shall provide additional funds for acquisition in the event that the escrow account is not sufficient to complete such acquisitions. In no case shall such additional funds exceed \$450,000.

3.2.3 All interest earnings on escrow pursuant to this Agreement shall accrue to the Developer.

3.3 Pay the City \$400,000.00 for the Fire Station site in an "as is" condition, as follows:

3.3.1 Pay the City \$40,000.00 as a deposit within thirty days of the date of execution of this Agreement, which deposit shall be refunded if the City fails to provide marketable title, the title insurance coverage required hereunder, or defaults under this Agreement.

3.3.2 At time of closing, place the remainder of the purchase price in an escrow account so that the City may withdraw sums from time to time as necessary to construct a replacement for said Fire Station.

3.4 Provide the City with quarterly progress reports during the redevelopment and allow the City access to any relevant financial records pertaining to the redevelopment.

3.5 During the period that any TIF Bond is outstanding, (1) not protest a real estate and real estate improvement valuation on the redevelopment site of \$500,000 or less prior to construction; \$1,500,000 or less during construction; and \$3,500,000 or less after substantial completion or occupancy; (2) not convey the redevelopment site or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes; (3) not apply to the Douglas County Assessor for the structures, or any portion thereof, to be taxed separately from the underlying land of the redevelopment site; (4) maintain insurance for ninety percent (90%) of the full value of the structures on the redevelopment site; (5) in the event of casualty, apply such insurance proceeds to their reconstruction; and (6) cause all real estate taxes and assessments levied on the redevelopment site to be paid to the time such become delinquent during the term that the TIF Bonds are outstanding. In lieu of the above, the Developer may repay any outstanding TIF Bonds. Each of the foregoing covenants shall appear as restrictions in the deed of conveyance to Developer. The Developer agrees to include the same restrictions to be included in any subsequent sale, assignment, sale leaseback or other transfer of the property, but shall not be responsible otherwise for the actions of third parties if these covenants are breached by such third parties.

#### Section 4. Miscellaneous.

4.1 Equal Employment Opportunity Clause. Annexed hereto as Exhibit "E" and made a part hereof by reference are the equal employment provisions of this Agreement, wherein the "Developer" is referred to as "Contractor".

4.2 Non-discrimination. The Developer shall not in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, political or religious opinions, affiliations or national origin.

4.3 Captions. Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.

4.4 Applicable Law. Parties to this Agreement shall conform with all existing and applicable city ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.

4.5 Interest of the City. To the best of Developer's knowledge, pursuant to Section 8.05 of the Home Rule Charter, no elected official or any officer or employee of the City shall have a financial interest, direct or indirect, in any City contract. Any violation of this section with the knowledge of the person or corporation contracting with the City shall render the Agreement voidable by the Mayor or City Council.

4.6 Merger. This Agreement shall not be merged into any other oral or written contract, lease or deed of any type.



4.7 Modification. This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereon unless done in writing and signed by an authorized officer of the respective parties.

4.8 Assignment. The Developer may not assign its rights under this Agreement without the express prior written consent of the City unless the Developer warrants performance of the terms and conditions of this Agreement by the assignee and their successors in interest.

4.9 Strict Compliance. All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from authorized representatives of the parties.

4.10 This Agreement shall be binding upon the Developer's successors and assigns, and shall run with the land described in Exhibit "A", attached hereto, to the benefit of the City.

4.11 Such sums advanced by the Developer to the City or in said escrow accounts which the City has committed shall be refunded to the Developer in the event the City is unable to convey such redevelopment properties to the Developer pursuant to this Agreement. The date for such conveyance shall be extended to the conclusion of any litigation concerning such acquisition at the option of the City.

4.12 This Agreement shall be null and void should the Developer be unable to obtain the zoning on the Redevelopment Site necessary to permit development of the Retail Center.

Section 5. Authorized Representative.

In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for purposes of notice, including legal service of process, during the term of this Agreement and for the period of any applicable statute or limitations thereafter, the following named individuals shall be the authorized representatives of the parties:

(1) City of Omaha:

c/o Martin H. Shukert, AICP  
 Director, Planning Department  
 Omaha/Douglas Civic Center  
 1819 Farnam Street  
 Omaha, Nebraska 68183

Legal Service  
 c/o City Clerk  
 Omaha/Douglas Civic Center  
 1819 Farnam Street  
 Omaha, Nebraska 68183

(2) Developer:

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

With copies to:

- (1) Super Valu Stores, Inc.  
P.O. Box 990  
Minneapolis, Minnesota 55440  
Attn: Legal Department
- (2) Colin D. Pietz  
Kelley, Weber, Pietz &  
Slater, S.C.  
530 Jackson Street  
Wausau, Wisconsin 54401

Either party may designate additional representatives or substitute representatives by giving written notice thereof to the designated representative of the other party.

Executed this 14th day of February, 1986.

DEVELOPER:

SHOPKO STORES, INC.

By: [Signature]  
William J. Tyrrell, President

By: [Signature]  
William C. Hunt, Secretary

Executed this 14th day of February, 1986.

CITY OF OMAHA:

By: [Signature]  
Michael Boyle  
Mayor of the City of Omaha

ATTEST:

[Signature]  
Mary Gallegher Cornett  
City Clerk of the City of Omaha

APPROVED AS TO FORM:

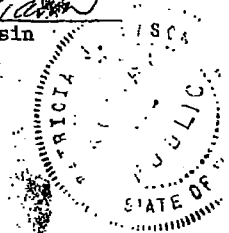
[Signature]  
ASSISTANT CITY ATTORNEY

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF BROWN )

Personally came before me this 4th day of February, 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 be 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. Mann  
Notary Public, Wisconsin

My Commission Expires: Jan. 21, 1990

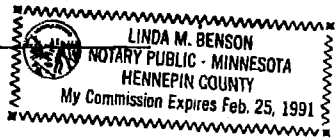


STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF HENNEPIN )

Personally came before me this 7th day of February, 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 \_\_\_\_\_ )

Before me, a Notary Public qualified for said County, personally came Michael Boyle, Mayor, and Bob Binger, known to me to be the Mayor of the City of Omaha, City Clerk of Omaha and Assistant City Attorney, respectively, and the identical persons who signed the foregoing Agreement and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said Corporation.

Witness my hand and notarial seal this 4 day of Feb, 1986.

Lawrence S. Primeau  
Notary Public

My Commission Expires: \_\_\_\_\_



5047z

## EXHIBIT "A"

30th and Forest Lawn Area  
Redevelopment Site

The 30th and Forest Lawn Redevelopment Site is located southwest of 30th Street and Forest Lawn Avenue, Omaha, Nebraska, and legally described as follows: Lots 1 through 8 inclusive and Lot 13, Block 220; the east 330.0 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, west of 30th Street for 385.0 feet, and all of Weber Street right-of-way adjacent to Lots 1 through 6 and the east 33.5 feet of Lot 7, Block 222; all of Hanover Street right-of-way, west of 30th Street for 796.5; 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. This approximately 12 acre site is in the eastern portion of the approximately 20 acre 30th and Forest Lawn Redevelopment Area, located between 30th Street and 33rd Street from Forest Lawn Avenue to Weber Street.

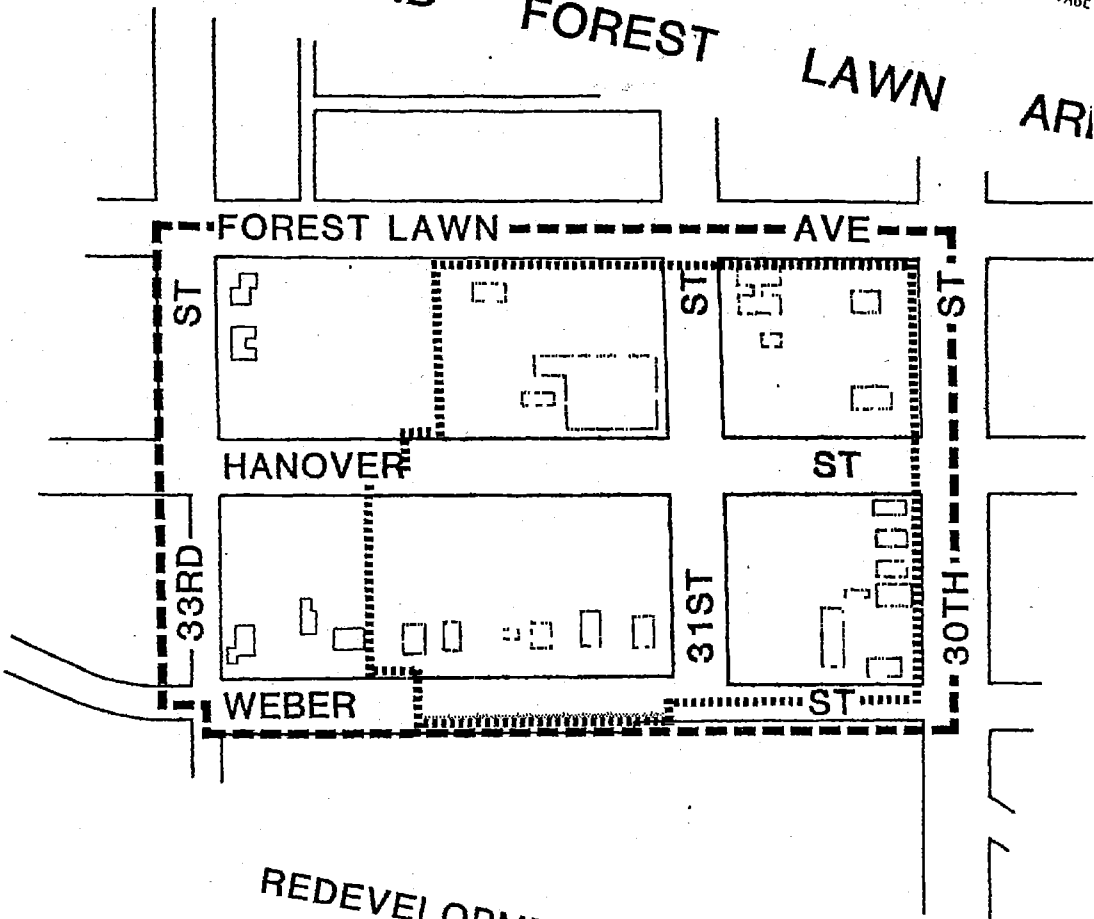
5048z

NOW KNOWN AS LOTS 1,2,3, SHOPKO ACRES

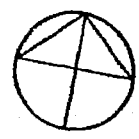
91-445 44-35650 OS



30TH AND FOREST LAWN AREA



REDEVELOPMENT SITE



1" : 200'



## EXHIBIT "B"

30th and Forest Lawn Area  
Redevelopment Properties

The following is a list of properties to be acquired in connection with the 30th and Forest Lawn Redevelopment Plan:

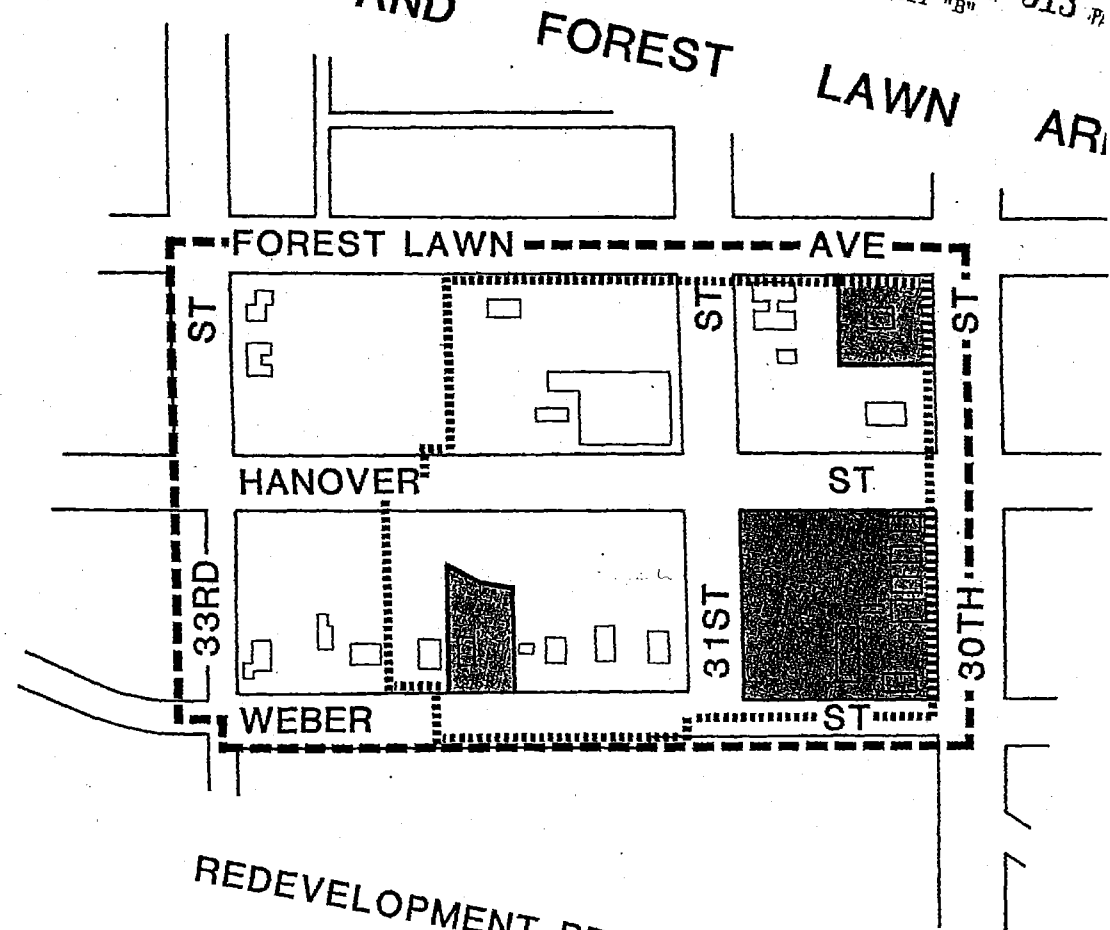
- . 3130 Weber: The irregular South 159.5 feet of Lot 5, and the irregular South 173.5 feet of Lot 6, Block 220, Florence Addition
- . 7406-08-12-16-20 North 30th Street and 3021 Hanover Street: All of Block 223, Florence Addition and 16.25 feet of vacated Weber Street adjacent.      244      44-12280 DS
- . 7516 North 30th Street: Lots 1 and 4, and one-half of vacated alley adjoining, Block 222, Florence Addition.

5049z

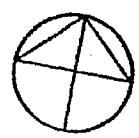
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EXHIBIT BOOK 913 P. 2

30TH AND FOREST LAWN AREA



REDEVELOPMENT PROPERTIES



1" : 200'



EXHIBIT "C"

30th and Forest Lawn Area  
Public Improvements

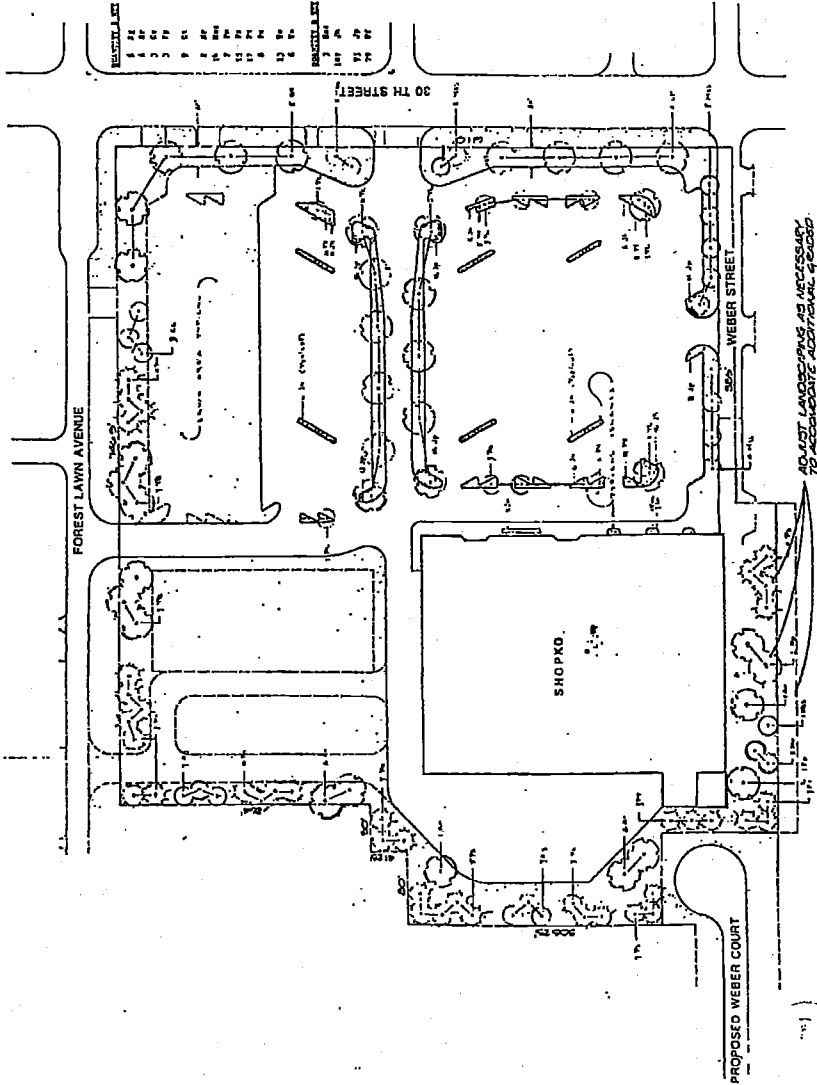
The following public improvements will be provided in connection with the 30th and Forest Lawn Redevelopment Plan:

- . 33rd Street extension and paving from Weber Street, north to the end of existing pavement.
- . Weber Street paving and cul-de-sac from 33rd Street east approximately 300 feet.
- . 30th Street landscaping, sidewalks and street lighting from Forest Lawn Avenue to Weber Street.

5050z



EXHIBIT "D"



ADJUST LANDSCAPING AS NECESSARY  
PAGE 122

PLANT LIST

PLANT LIST	QUANTITY	PLANT LIST	QUANTITY
Aspen (small)	24	Redwood	12
Aspen (medium)	12	Redwood (large)	6
Aspen (large)	6	Redwood (very large)	3
Aspen (small)	12	Redwood (medium)	6
Aspen (medium)	6	Redwood (large)	3
Aspen (large)	3	Redwood (very large)	1.5
Aspen (small)	12	Redwood (medium)	6
Aspen (medium)	6	Redwood (large)	3
Aspen (large)	3	Redwood (very large)	1.5
Aspen (small)	12	Redwood (medium)	6
Aspen (medium)	6	Redwood (large)	3
Aspen (large)	3	Redwood (very large)	1.5

BOOK 913 PAGE 122

SHOPKO  
GENERAL DEVELOPMENT PLAN  
30TH STREET & WEBER STREET  
LANDSCAPE PLAN

Shank

## EXHIBIT "E"

## EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall not discriminate against any employee applicant for employment because of race, religion, color, sex or national origin. The contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. As used herein, the word "treated" shall mean and include, without limitation, the following: Recruited; whether advertising or by other means; compensated; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.

- (2) The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.
- (3) The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the contractor's commitments under the equal employment opportunity clause of the city and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor shall furnish to the contract compliance officer all federal forms containing the information and reports required by the federal government for federal contracts under federal rules and regulations, and including the information required by Sections 10-192 to 10-194, inclusive, and shall permit reasonable access to his records. Records accessible to the contract compliance officer shall be those which are related to Paragraphs (1) through (7) of this subsection and only after reasonable notice is given the contractor. The purpose for this provision is to provide for investigation to ascertain compliance with the program provided for herein.

- (5) The contractor shall take such actions with respect to any subcontractor as the city may direct as a means of enforcing the provisions of Paragraphs (1) through (7) herein, including penalties and sanctions for noncompliance; however, in the event the contractor becomes involved in or is threatened with litigation as the result of such directions by the city, the city will enter into such litigation as necessary to protect the interests of the city and to effectuate the provisions of this division; and in the case of contracts receiving federal assistance, the contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.
- (6) The contractor shall file and shall cause his subcontractors, if any, to file compliance reports with the contractor in the same form and to the same extent as required by the federal government for federal contracts under federal rules and regulations. Such compliance reports shall be filed with the contract compliance officer. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the contractor and his subcontractors.
- (7) The contractor shall include the provisions of Paragraphs (1) through (7) of this Section, "Equal Employment Opportunity Clause", and Section 10-193 in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

5051z

PUBLICATIONS

PUBN. OF HEARING

1-15-85

PUBN. OF ORDINANCE

2-7-86

3049 - side - 3159 - 3346  
ORDINANCE NO. 30888  
3341-39-140-141  
ORDINANCE approving a Redevelopment and Loan Agreement with Shopko Stores, Inc., a Minnesota Corporation, providing for an immediate, effective date, for the 30th and Forest Lane Redevelopment Area.

PRESENTED TO COUNCIL

1st Reading NOV 12 1985 motion to set

and reading on 11/18/85 a public hearing and 3rd reading on 12/3/85 carried 6-0

Hearing NOV 19 1985 Motion to postpone 3rd Reading & also to 12/3/85 Carried 7-0

Final Reading DEC 3 1985 motion to lay over 2 weeks to 12/17/85 carried 6-0  
DEC 17 1985 motion to lay over 2 weeks to 12/31/85 carried 7-0  
Mary Coligan, Council

CITY CLERK  
SEE INSIDE !!

DEC 31 1985 #3341 motion to lay over 4 weeks to 1/28/86 Carried 5-0  
JAN 28 1986 #139 Ordinance Referred  
#440 Amendment - approved 6-0 #141 Passed as amended 6-0



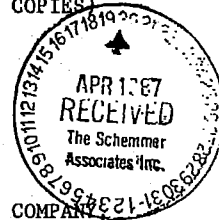
BK 0814 PG 253



MISC 1987 08546

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INDEXING  
PAGE DOWN FOR BALANCE OF INSTRUMENT

R.O.W. # R.O.E. 7-87 BOOK 814 PAGE 253



RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that NORTHWESTERN BELL TELEPHONE COMPANY an Iowa Corporation, hereby fully or partially releases and forever disclaims certain easement rights which it may have acquired heretofore by virtue of franchise or otherwise, to construct, maintain, renew and operate communications facilities in, under, upon, over and through the following described property:

The South 8.0 feet of the West 324.50 feet of the East 720.0 feet of Lot 1, ShopKo Acres, and addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska.

RECEIVED  
1987 MAY 11 PM 4:09  
GEORGE J. DUSLEWICZ  
REGISTERED ENGINEER  
PLANNING & SURVEYING  
DIVISION

8546 Misc H

If this Release of Easement is Partial or Conditional, Specify Herein

BK 814 N 91-44 C/O            FEE 5.50  
PG 253 N 91/495 DEL AN MC B.C  
COMP            FIB 44-35650 UR

and which is recorded in the records of Douglas County, Nebraska on the 27th day of March, 1987 in Miscellaneous Book 1800, Page 239.

IN WITNESS WHEREOF, Northwestern Bell Telephone Company has caused this instrument to be duly executed in its behalf on this            day of           , 19           , by its duly authorized officers.

ATTEST:

[Signature]  
Engineer Right-of-Way

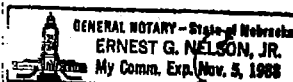
NORTHWESTERN BELL TELEPHONE COMPANY  
An Iowa Corporation

By [Signature]  
TITLE Manager Distribution Engineering

STATE OF Nebraska )  
COUNTY OF Douglas )

On this 16th day of April, 1987, before me, a Notary Public, duly commissioned and qualified in and for said County, personally came the above named R. L. Tessin and J. J. Luther of Northwestern Bell Telephone Company, who are personally known to me to be the identical persons whose names are affixed to the above Release of Easement. They acknowledged the execution thereof to be their voluntary act and deed as such officers, and the voluntary act and deed of the said Northwestern Bell Telephone Company.

Witness my hand and notarial seal the day and year last above written.



[Signature]  
Notary Public



BK 0814 PG 254



MISC 1987 08547

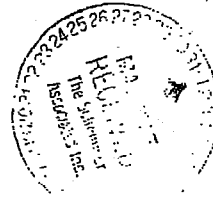
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PAGE DOWN FOR BALANCE OF INSTRUMENT

BOOK 814 PAGE 254



Cox Cable  
Omaha

DATE: 4-29-87



THE SCHEMMER ASSOCIATES INC.  
ARCHITECTS-ENGINEERS-PLANNERS  
GARY D. TINKHAM, R.L.S.  
MGR., LAND DEVELOPMENT SERVICES

SUBJECT: EASEMENT RELINQUISHMENT

COX CABLE OMAHA, HEREBY RELEASES AND FOREVER DISCLAIMS  
ANY AND ALL RIGHTS, INTERESTS, AND EASEMENTS WHICH IT  
MAY HAVE OVER, UNDER OR UPON THE FOLLOWING DESCRIBED  
LAND:

RELEASE OF THE EASEMENTS OVER AND ACROSS THE SOUTHERLY  
8.0 FEET OF THE WEST 324.50 OF THE EAST 720.0 FEET OF  
LOT 1 SHOPKO ACRES.

BY REASON OF ANY SPECIFIC OR GENERAL EASEMENTS ON FILE AND  
OF RECORD IN THE OFFICE OF THE REGISTER OF DEEDS OF SAID  
DOUGLAS COUNTY.

BY: David A. Romine

TITLE: FIELD ENGINEER

COX CABLE OMAHA

BK 814 N 91-495 C/O \_\_\_\_\_ FEE 5.50  
PG 254 N 91/495 DEL N<sup>o</sup> \_\_\_\_\_ MC Be  
DE \_\_\_\_\_ COMP [initials] F/B 35-65-2-0-0

1987 MAY 11 PM 4:10  
RECEIVED  
GEORGE J. MCGEEHON  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEB.

RECEIVED

8547 mac H





BK 0814 PG 255



MISC 1987 08548

THIS PAGE INCLUDED FOR .

INDEXING

PAGE DOWN FOR BALANCE OF INSTRUMENT

DISCLAIMER AND RELEASE

KNOW ALL MEN BY THESE PRESENTS, that OMAHA PUBLIC POWER DISTRICT, a public corporation, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby release and disclaim any rights it may have attained by virtue of the restrictive covenants contained in the dedication of Shopko Acres

, an addition to Douglas County Nebraska, as surveyed, platted and recorded over, upon, along and above the following described lots:

The South Eight Feet (S8') of the West Three Hundred Twenty-four and Fifty Hundredths Feet (W324.50) of the East Seven Hundred Twenty Feet (E720') of Lot One (1). Shopko Acres

BK 814 N 91-494 C/O FEE 5.50  
PG 255 N 91/4 DEL MC B.C.  
OF Maud COMP 10 F/B

RECEIVED  
1987 MAY 11 PM 4:10  
GEORGE J. HUNTER, INC.  
REGISTERED PROFESSIONAL  
SURVEYOR

8548 misc A

IN WITNESS WHEREOF, the undersigned has set its hand this 6th day of

April, 1987

J. O. Jacobson  
Approved by Engineering

OMAHA PUBLIC POWER DISTRICT

Blenn Pyle  
(Manager - Property Management)  
Or  
(XX)

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

On this 6th day of April, 1987 before me the undersigned, a Notary Public in and for said county personally came Blenn Pyle (Manager - Property Management) or (XX), to me personally known to be the identical person whose name is affixed to the above conveyance and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal at Omaha, in said county the day and year last above written.

SW 1/4 16-15-13



Earl G. Kelley  
NOTARY PUBLIC

## CROSS-EASEMENT AGREEMENT

(30th &amp; Weber, Omaha, Nebraska)

THIS AGREEMENT made this 4<sup>TH</sup> 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

01/31/86:2

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/<sup>in accordance</sup>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 XVISeparability

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 XVIIApplicable Law

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

ARTICLE XVIIICounterparts

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

ARTICLE XIXNotice

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


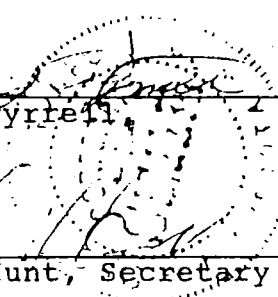

Copy by ordinary mail to:

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

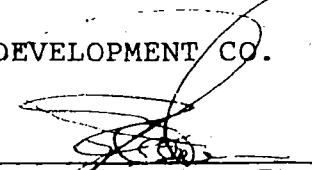
IN WITNESS WHEREOF, the parties hereto have executed  
this Cross-Easement Agreement as of the day and year first above  
written.

SHOPKO STORES, INC., a  
Minnesota corporation

By:   
William J. Tyrrell  
President

By:     
William C. Hunt, Secretary

L C DEVELOPMENT CO.

By:   
Jay B. Lerner, President

01/31/86:2

STATE OF WISCONSIN)  
  ) ss  
COUNTY OF BROWN )

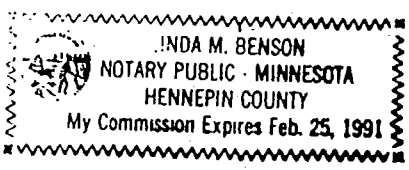
Personally came before me this 3rd day of July, 1986, William J. Tyrrell, President of Shopko Stores, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Minnesota, and to me known to be the person who executed the foregoing instrument, and to me known to be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



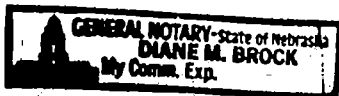
Linda M. Benson  
Notary Public, Minnesota  
My Commission Expires: \_\_\_\_\_

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'

76.5'

82'

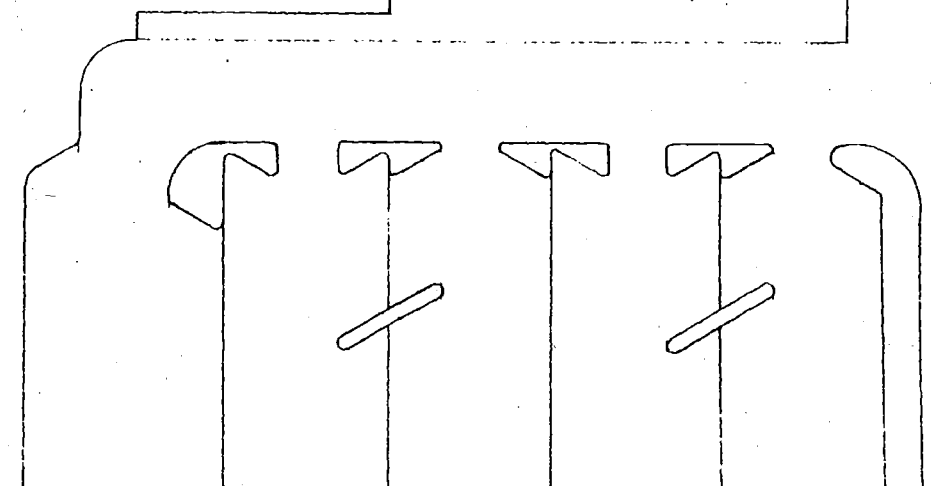
EMPLOYEE  
PARKING  
40 CARS.

SHOULDER (23,000 S.F.)

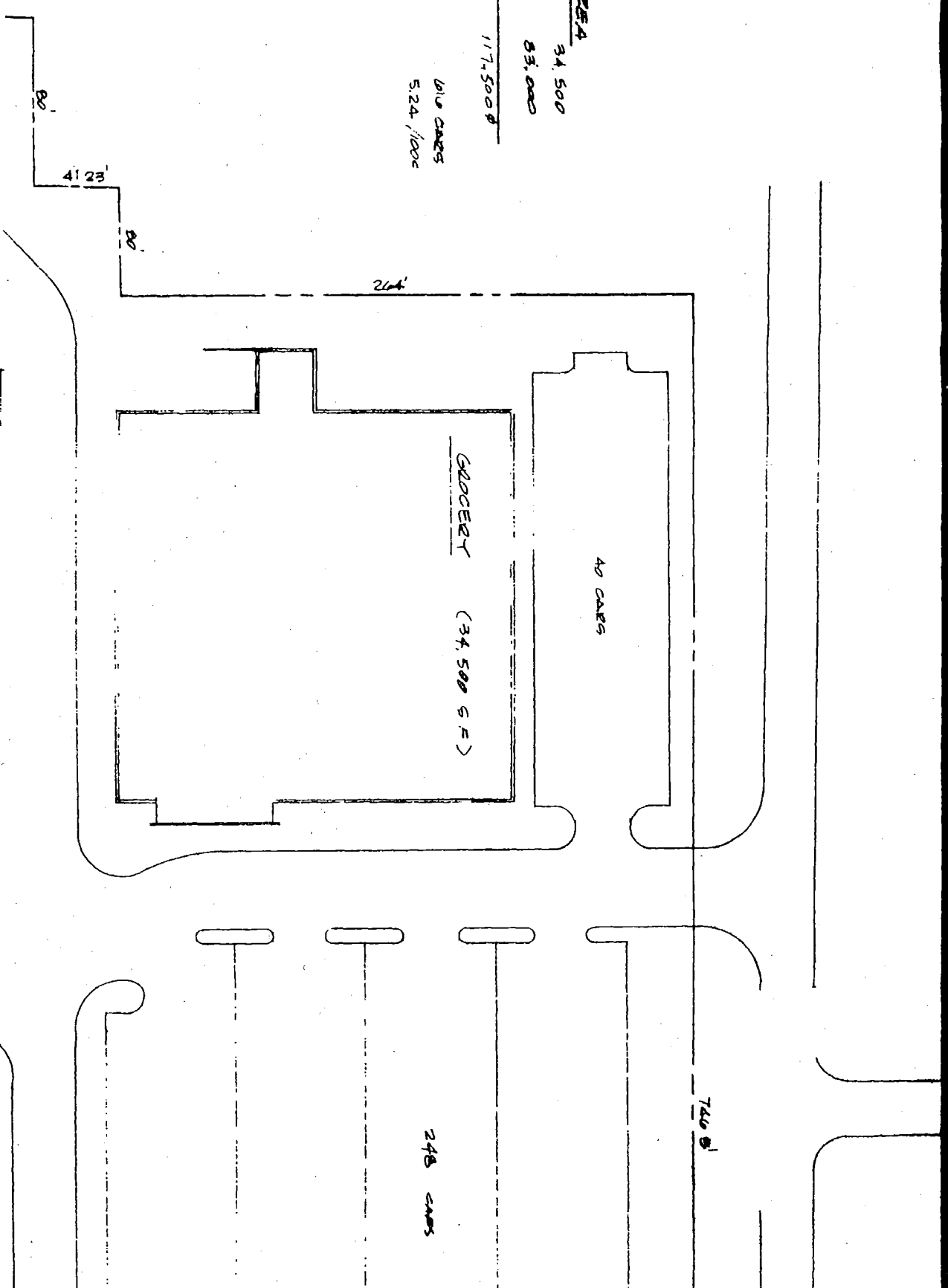
84.5'

61.25'

SITE PLAN  
SCALE: 1"=20'



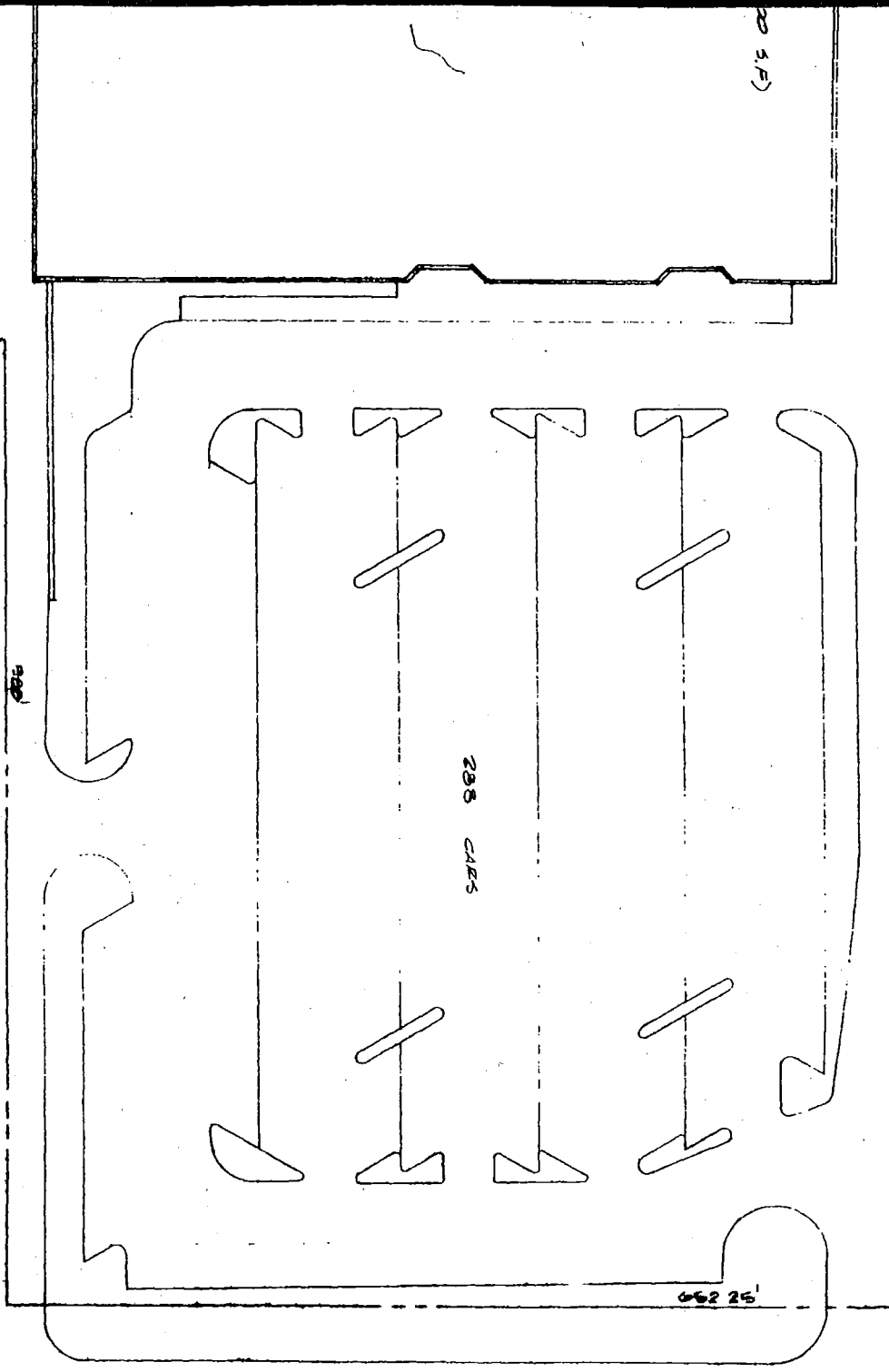
BUILDING AREA	34,500
GROCERY	83,000
SHOPPED	
TOTAL	117,500
PAVING	610 CARS
ESTD	5,241,000





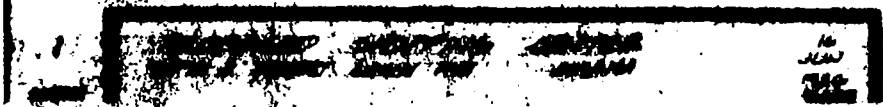
BOOK 784 PAGE 267

**SITE PLAN**  
SCALE: 1"=20'

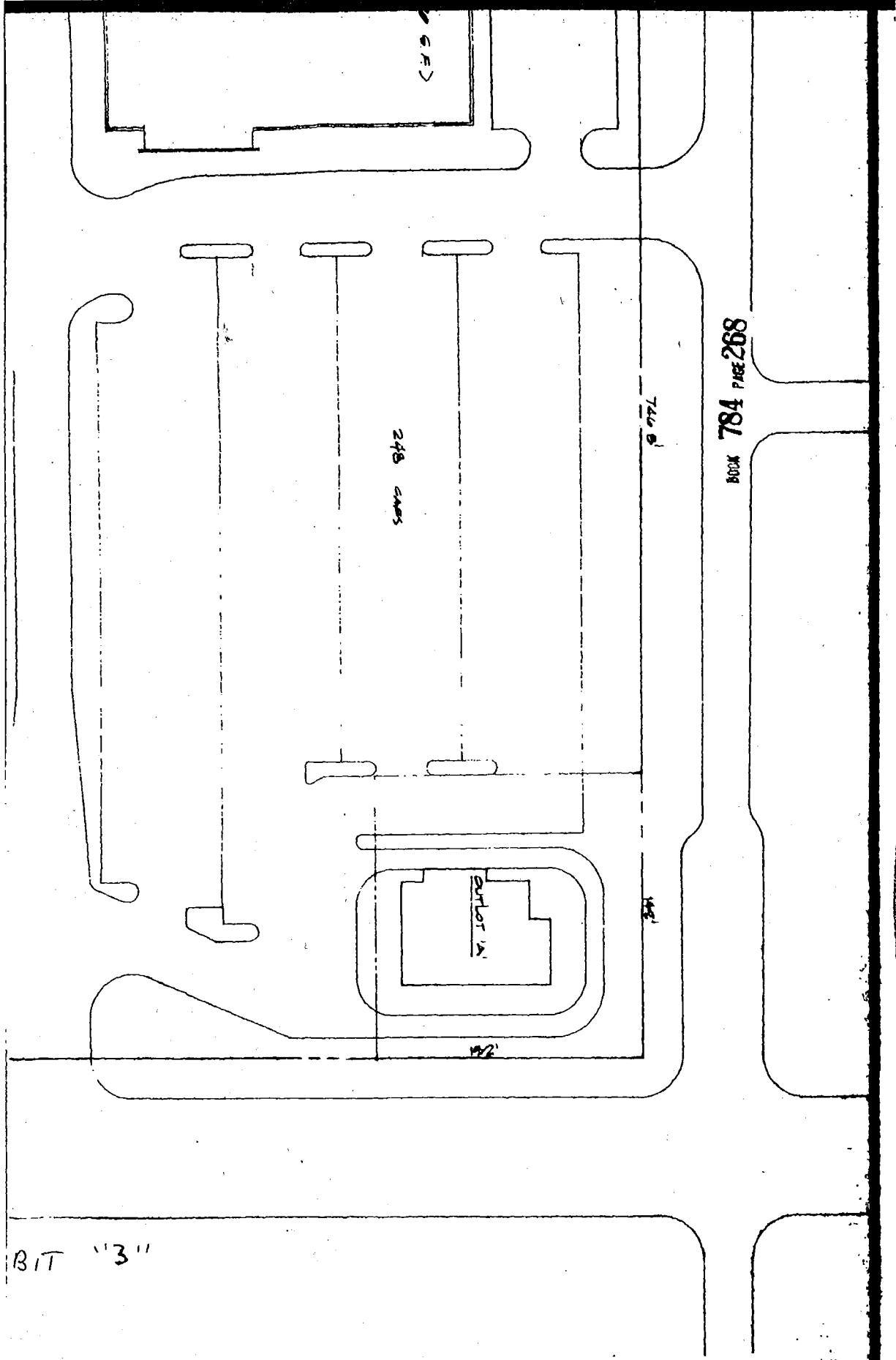


90th STREET

EXHIBIT



**Howe**  
ASSOCIATES, INC  
184 SOUTH 280 TH AVE.



BOOK 784 PAGE 268

BIT "3"

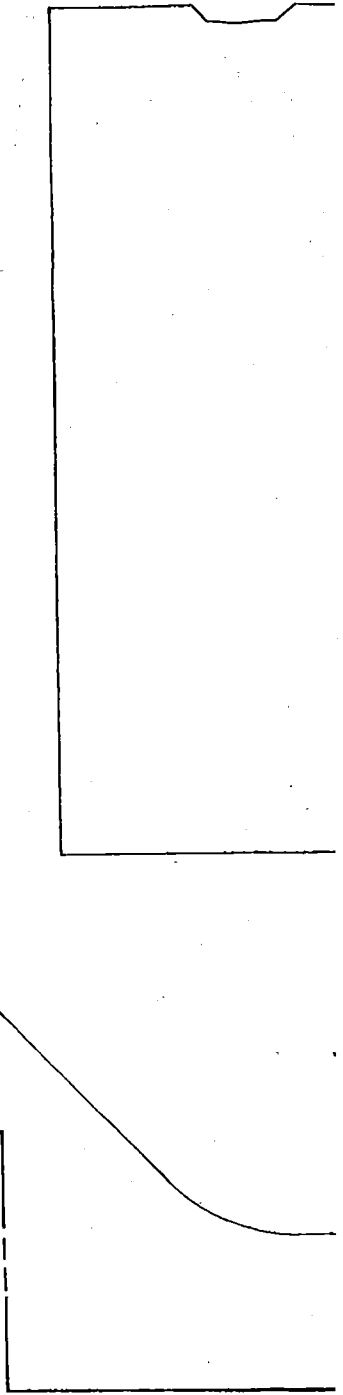
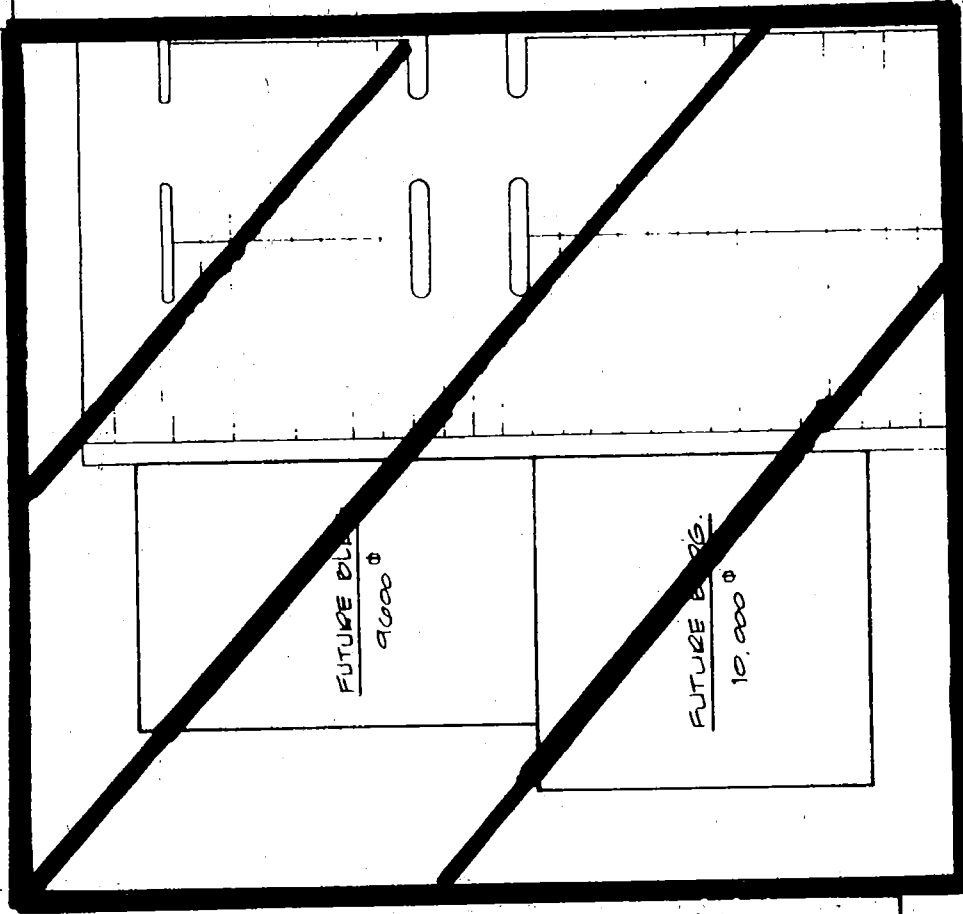
**valer**  
 NO. ARCHITECTS  
 SMANA, MISSOURI



**THE LERNER COMPANY**  
 ONE OLD HILL  
 ST. LOUIS, MISSOURI

BOOK 784 PAGE 269

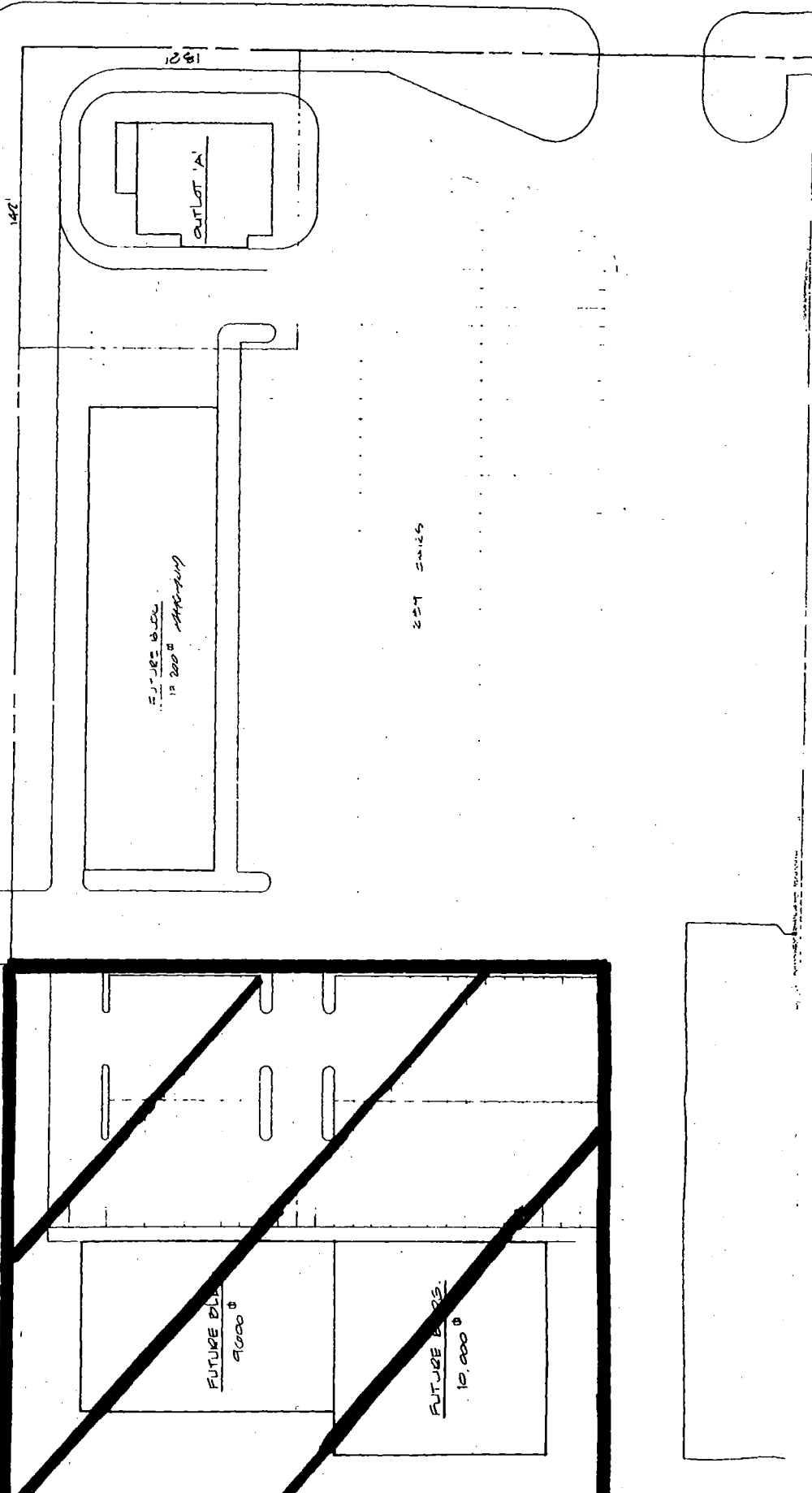
DEVELOPER MAY CONSTRUCT ONE  
OR MORE BUILDINGS WITHIN  
CROSS HATCHED AREA →



FOREST LAWN AVE

BOOK 784 PAGE 270

30 TH STREET



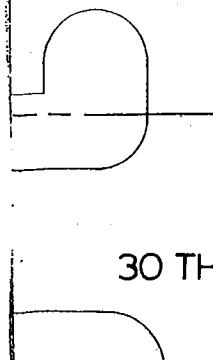
SITE PLAN  
SCALE: 1" = 50.0'

BUILDING SUMMARY	
SHOPS	82,000 #
SHOPS	52,800 #
TOTAL	115,800 #
PARKING	617 CARS
RATIO	5.73 CARS/1000 #

EMERGENCY  
EASE WAY  
40 CARS

SHOPS  
82,000 #

SITE PLAN  
SCALE: 1"=50.0'



BOOK 784 PAGE 272

255 525

5000  
83000 #

WEBER STREET

Exhibit "3a"

SITE PLAN  
SCALE: 1"=50.0'

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" <sup>and 3a</sup> on their respective parcels which may have an attraction panel with changeable 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.

BK 784 Del. VK N 632/633/704/707 Fee 194.50  
 PG 237-273 Indx. MT per 20-10 NMC B.S.  
 NE Miscella Comp. JV

RECEIVED  
 1986 AUG -5 AM 11:42  
 CLERK  
 READING ROOMS  
 DOUGLAS COUNTY, NEBR.

14717  
 MISC  
 1986



RECEIVED  
FEB 24 1 38 PM '98

RICHARD H. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

2407 H  
FEE 4150 FB  
BKP 24-1 C/O COMP VP  
SCAN

**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.

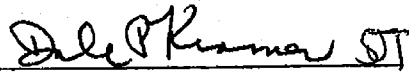
To indicate their consent to this Agreement, the Parties, or their authorized officers or representatives, have signed this document. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument, and the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

Name: Dale P. Kramer

Title: President

LERNER OMAHA PARTNERSHIP

By: 

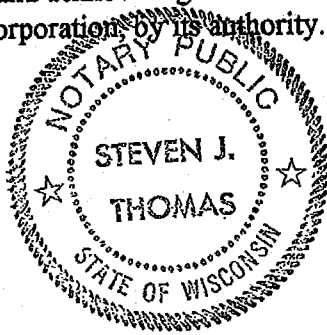
Name: \_\_\_\_\_

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. Komer, Richard D. Schepp 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 & Secretary of said  
corporation and acknowledged that he executed foregoing instrument as such officer as the  
act of said corporation by its authority.



Steven J. Thomas  
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

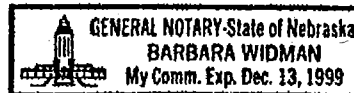


EXHIBIT A

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:

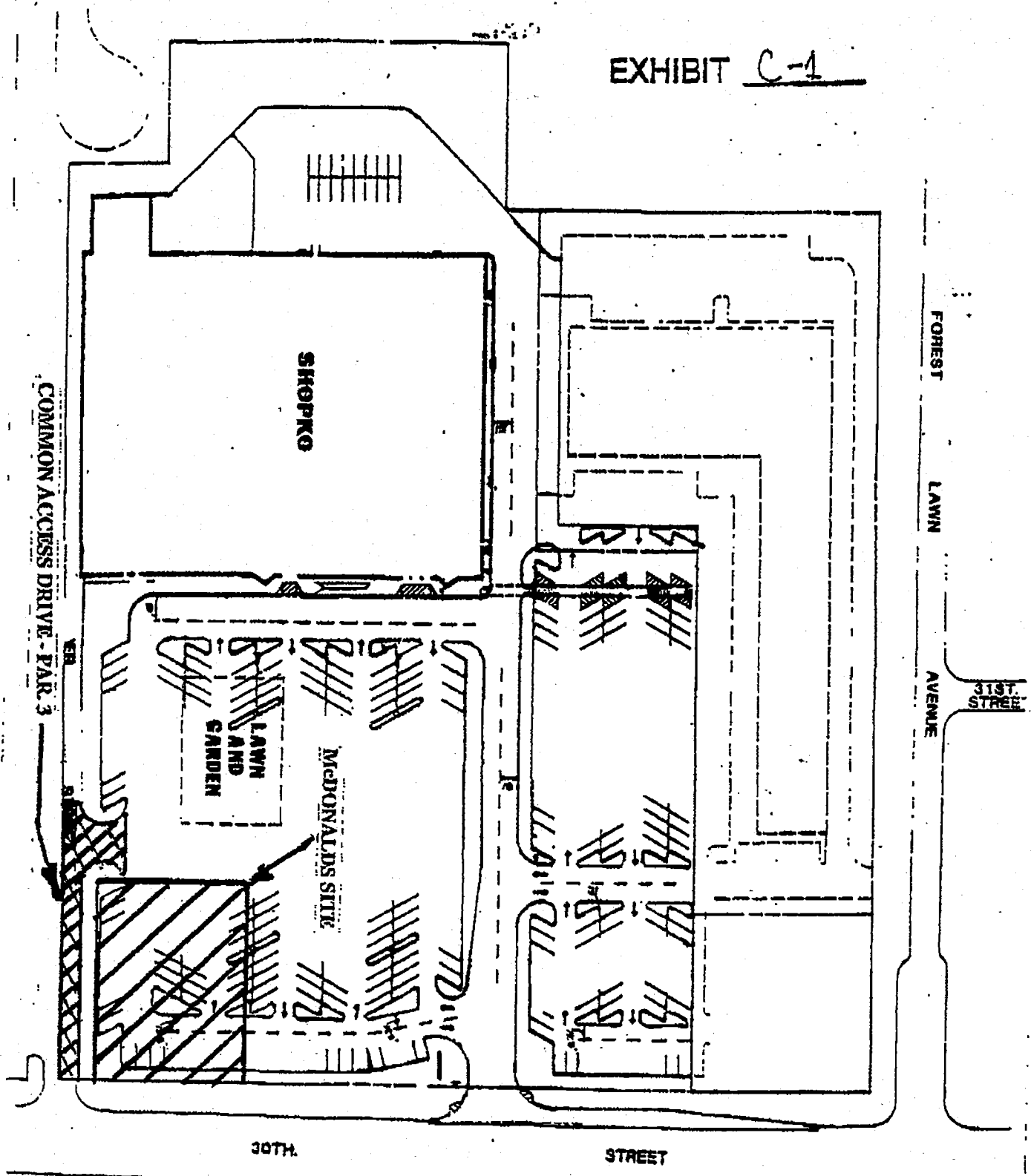
The North 148.0 feet of Block 222 together with the North 148.0 feet of the vacated alley in said Block 222, the North 148.0 feet to the East 63.50 feet of Block 221 and the West 266.5 feet of the East 330.0 feet of Block 221, all in Florence Addition to the City of Omaha, Douglas County, Nebraska together 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



COMMON ACCESS DRIVE - PAR 3

SHOPK0

LAWN AND GARDEN

McDONALD'S SITE

FOREST LAWN AVENUE

31ST STREET

30TH STREET

STREET



871 Omaha V. No

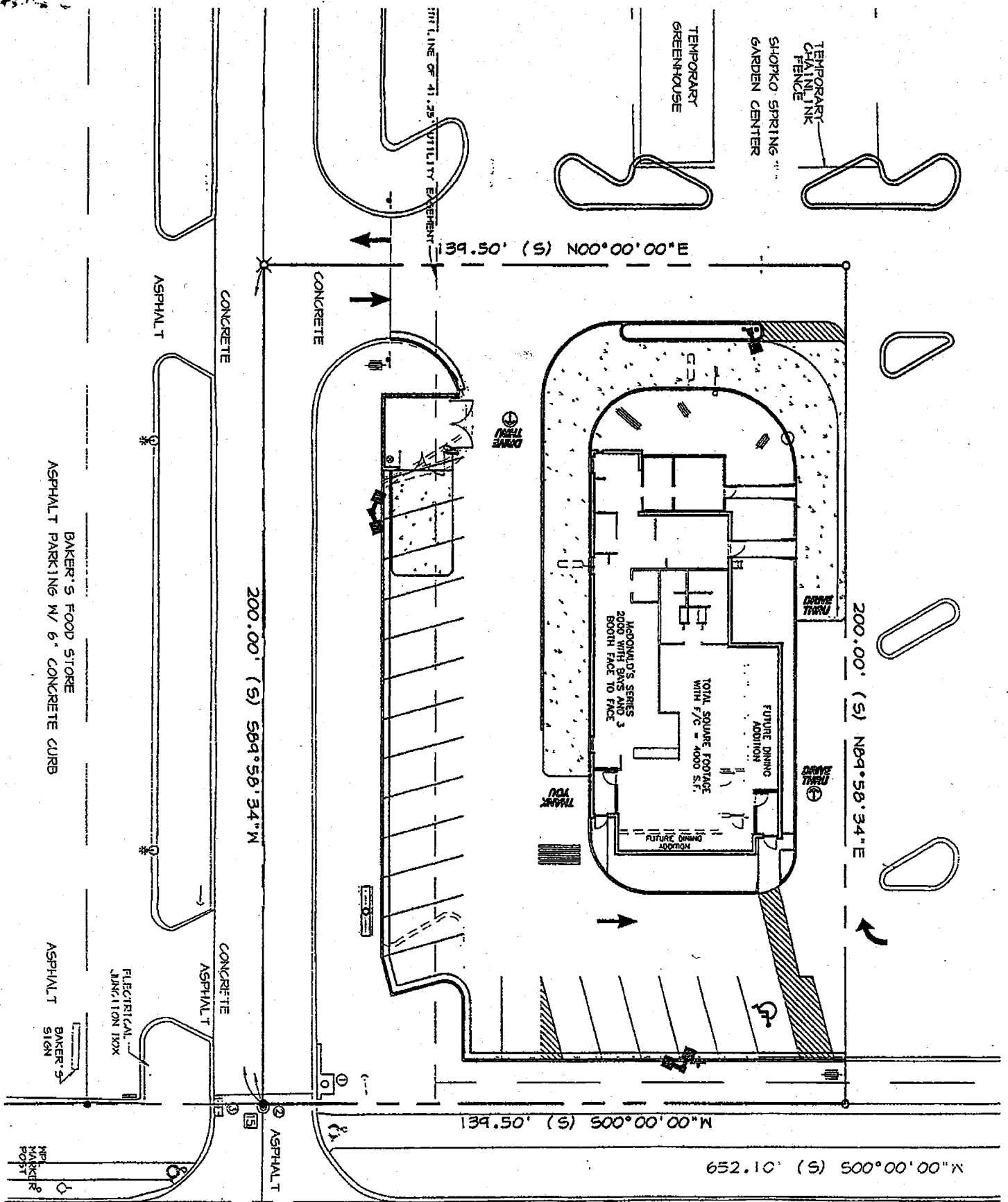
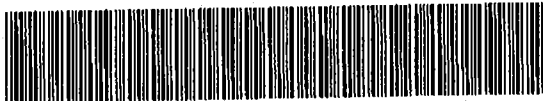


Exhibit C-2

NORTH 30TH STREET

USA  
PA



MISC 2008056891



JUN 09 2008 15:13 P 6

MIX 44-35650-Rep.1.  
6 FEE 32.00 FB 44-35653-Rep.2.  
4 BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP 80  
DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
6/9/2008 15:13:42.28



2008056891

### SECOND AMENDMENT TO CROSS-EASEMENT AGREEMENT

THIS SECOND AMENDMENT TO CROSS-EASEMENT AGREEMENT (the "Second Amendment") dated May 17, 2008, is between NO FRILLS NORTH 30<sup>TH</sup> REALTY, L.L.C., a Nebraska limited liability company ("No Frills"), and WEBER PLACE LLC, a Nebraska limited liability company ("Weber Place"), successor in interest to LERNER OMAHA PARTNERSHIP, a Nebraska general partnership ("Lerner Omaha"). The following statements are a material part of this Second Amendment.

A. ShopKo Stores, Inc., a Minnesota corporation ("ShopKo"), and LC Development Co., a Nebraska corporation ("LC"), 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 "1" and Exhibit "2" attached to the Cross-Easement Agreement and incorporated herein. The property described on Exhibit "1" was replatted into Lot 1 ShopKo Acres, Douglas County, Nebraska ("Lot 1 ShopKo Acres"), and the property described on Exhibit "2" was replatted into Lot 2 ShopKo Acres, Douglas County, Nebraska ("Lot 2 ShopKo Acres") and Lot 3 ShopKo Acres, Douglas County, Nebraska ("Lot 3 ShopKo Acres"). On February 23, 1998, ShopKo and Lerner Omaha, as successor in interest to LC, entered into a certain First Amendment to Cross-Easement Agreement ("First Amendment") recorded in Book 1239, Page 172.

B. The property described on Exhibit "1" attached to the Cross-Easement Agreement or Lot 1 ShopKo Acres was re-subdivided and became Lots 1 and 2, ShopKo Acres Replat (the "Re-Subdivision") and is referred to in the First Amendment individually as Lot 1 Replat and Lot 2 Replat, respectively.

C. Lot 2 Replat and the property described on Exhibit "2" attached to the Cross-Easement Agreement or Lot 2 ShopKo Acres, together with the South 16 feet of Lot 3 ShopKo Acres, have been subdivided into three (3) lots which are now known as Lots 1, 2 and 3, ShopKo Acres Replat 2 (the "Second Re-Subdivision"), and sometimes referred to in this Second Amendment individually as Lot 1 Replat 2, Lot 2 Replat 2 and Lot 3 Replat 2, respectively. No Frills is the record owner of Lot 1 Replat 2 and Lot 2 Replat 2, and Weber Place is the record owner of Lot 3 Replat 2.

After recording, please return to:  
John Q. Bachman  
PANSING HOGAN ERNST & BACHMAN LLP  
10250 Regency Circle, Suite 300  
Omaha, NE 68114

105057



D. The Parties being record owners of the Entire Parcel, as that term is defined in the Cross-Easement Agreement, desire to amend the Cross-Easement Agreement.

NOW, THEREFORE, in consideration of the foregoing preambles which are repeated in their entirety in this portion of this Second 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:

1. REVISION OF THE SITE PLAN.

The Parties agree to revise the Revised Site Plans, attached to the First Amendment as Exhibits C-1 and C-2 (the "Revised Site Plans"), to permit the Second Re-Subdivision with respect to Lot 2 Replat, Lot 2 ShopKo Acres, and the South 16 feet of Lot 3 ShopKo Acres. The Revised Site Plans shall be revised and replaced with the Second Revised Site Plans attached hereto and incorporated herein as Exhibits R-1 and R-2.

2. PARKING EASEMENTS.

Article 2.01.7 of the Cross-Easement Agreement is hereby deleted in its entirety and replaced as follows:

2.01.7. Parking Easements. Non-exclusive easements in and to the respective parking lots of the Owners as constituted from time to time for (i) vehicular and pedestrian access to and from the various parcels comprising the Entire Parcel, and (ii) vehicular parking. The Parties acknowledge that the parking spaces currently existing on the Entire Parcel, subject to revision with the improvements and development of Lot 2, ShopKo Acres Replat 2, are adequate for the Parties' intended purposes.

3. DEVELOPMENT OF LOT 2 REPLAT 2.

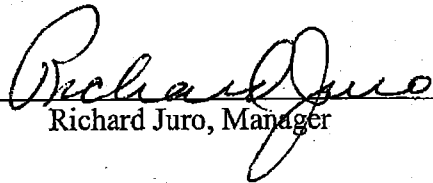
The Parties (i) agree that any building constructed within Lot 2, ShopKo Acres Replat 2 shall not exceed eighteen (18) feet above grade nor exceed four thousand (4,000) square feet in gross building area, and shall be architecturally compatible with the improvements now situated on Lot 1, ShopKo Acres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

4. RATIFICATION.

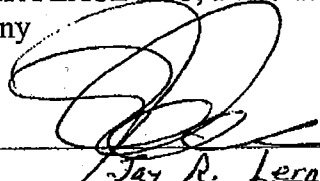
Except as modified by this Second Amendment, the Cross-Easement Agreement and the First Amendment are hereby ratified and affirmed.

To indicate their consent to this Second Amendment, the Parties or their authorized officers or representatives, have signed this document. This Second Amendment 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.

NO FRILLS NORTH 30<sup>TH</sup> REALTY, L.L.C.,  
a Nebraska limited liability company

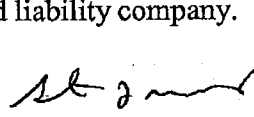
By:   
Richard Juro, Manager

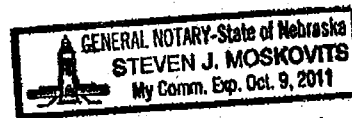
WEBER PLACE LLC, a Nebraska limited liability  
company

By:   
Name: Jay R. Lerner  
Title: Member

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of May, 2008, by RICHARD JURO, Manager of NO FRILLS NORTH 30<sup>TH</sup> REALTY, L.L.C., a Nebraska limited liability company, on behalf of such limited liability company.

  
Notary Public



STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 24 day of June, 2008, by Jay R. Lerner, Member of WEBER PLACE LLC, a Nebraska limited liability company, on behalf of such limited liability company.

Barbara Widman  
Notary Public



EXHIBIT R-1

EXHIBIT R-1

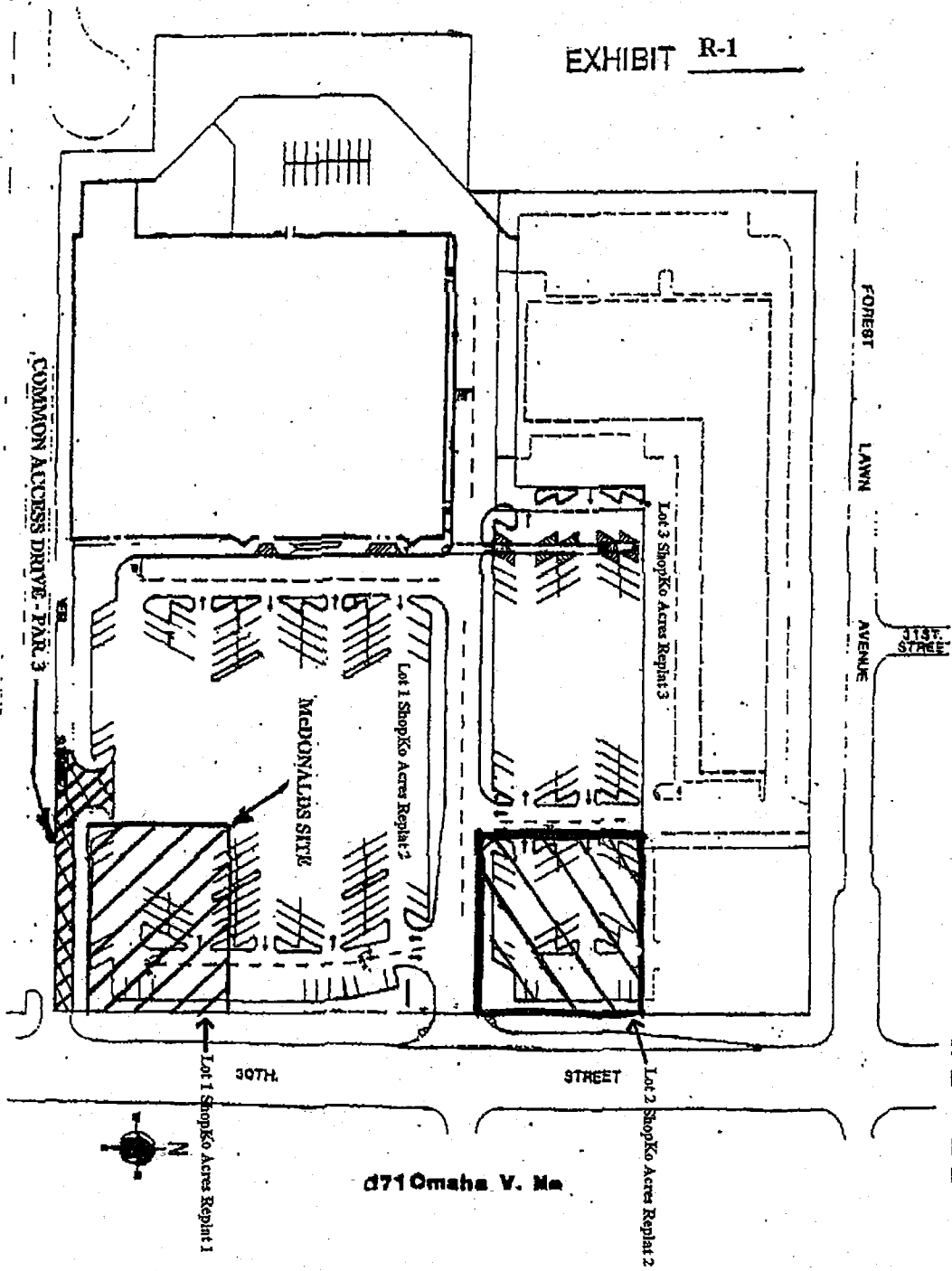


EXHIBIT R-2

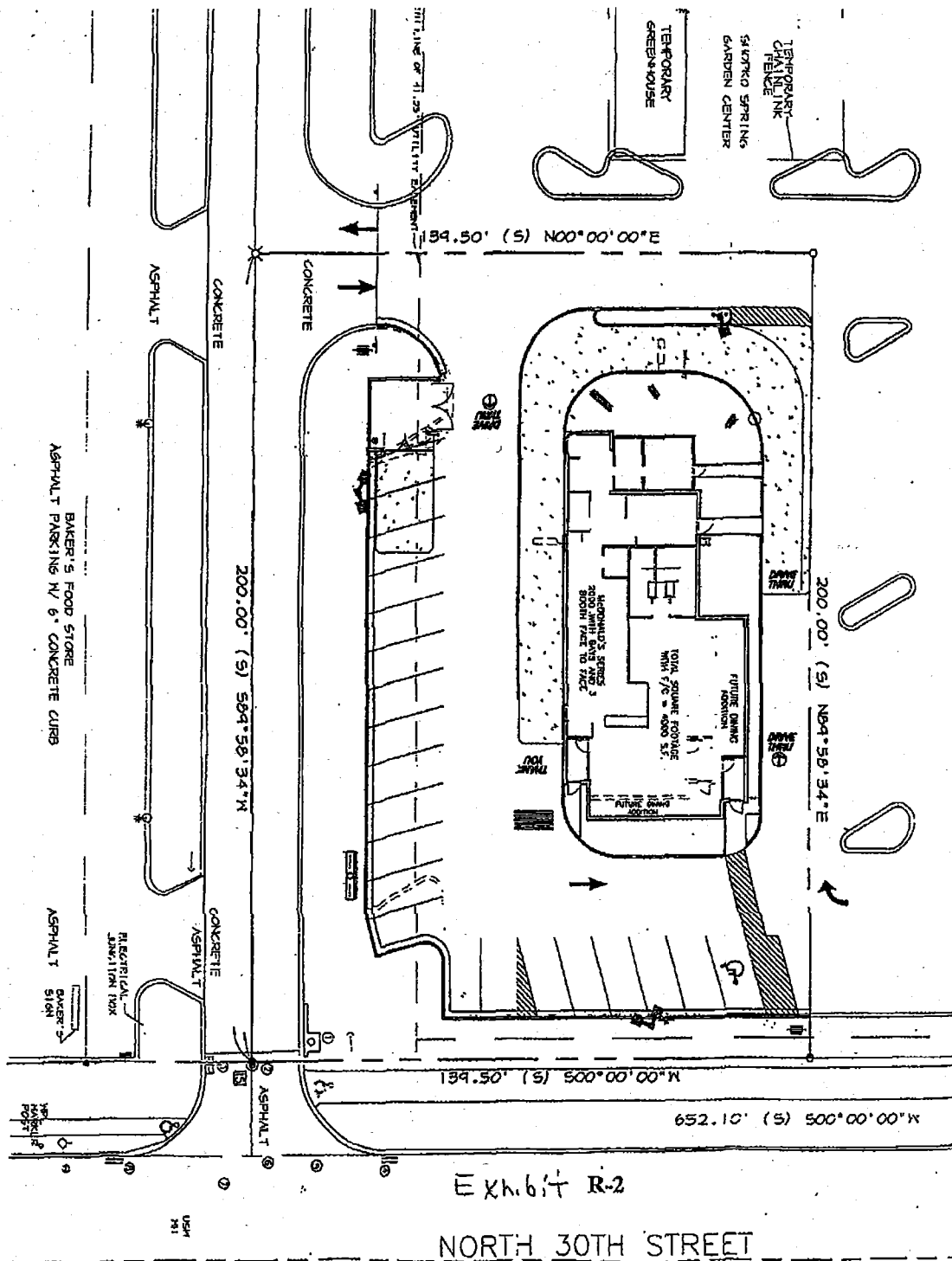


EXHIBIT R-2

NORTH 30TH STREET

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] 6/15/68  
MAYOR OF THE CITY OF OMAHA DATE

PASSED  
JUN 14 1968

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*

RECEIVED

1966 JUN 30 PM 2 53

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

THE STATE OF NEBRASKA  
County of Douglas  
for the purpose of recording  
Deeds, etc., in and to the County of  
Book 439 Page 31

*City of Omaha*  
By *[Signature]*  
City of Omaha  
24-635 *3*  
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

*[Handwritten signature]*

APPROVED BY:

*[Handwritten signature]* 5/29/68  
MAYOR OF THE CITY OF OMAHA DATE

PASSED

MAY 28 1968

APPROVED AS TO FORM:

*[Handwritten signature]*  
Dep. CITY ATTORNEY

ATTEST

*[Handwritten signature]*  
CITY CLERK OF THE CITY OF OMAHA

*[Faint circular stamp and handwritten signature]*



COPIES  
990 10  
1100

REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

131  
A

True

THOMAS G. LONDON  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

1039 JUN 13 AM 9 42

RECEIVED

THE STATE OF NEBRASKA  
Douglas County  
Entered in Indexed Index and filed  
for Record in the office of the Register of  
Deeds of said County and recorded in  
Book 464 of M. & S.  
Page 561

*James J. Leonard*  
Register of Deeds

By \_\_\_\_\_  
Title  
MAIL City of Omaha  
City Clerk  
N 211 - 6633 S.P.M.P.C.  
Compared 1917 Fee 3.05



MISC 2008066195



JUL 03 2008 15:03 P 6

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 Misc 30.2  
 FB 44-35653  
 BKP \_\_\_\_\_ C/O \_\_\_\_\_ Comp 84  
 DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_

Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 7/3/2008 15:03:15.78



2008066195

### MEMORANDUM OF LEASE

(This page for recording purposes only)

This document was prepared by and when recorded please return to:

Jacqueline A. Pueppke  
 Baird Holm LLP  
 1500 Woodmen Tower  
 1700 Farnam Street  
 Omaha, Nebraska 68102  
 DOCS/863271.1

(1)

✓ 135650

## MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into as of the 15<sup>th</sup> day of June, 2008, by and between NO FRILLS NORTH 30<sup>th</sup> REALTY LLC, hereinafter referred to as "Landlord," and NF FOODS, LLC, a Nebraska limited liability company, hereinafter referred to as the "Tenant."

### WITNESSETH

1. In consideration of the rents reserved and the covenants and conditions more particularly described in that certain Shopping Center Lease between Landlord and Tenant dated June 15, 2008 (the "Lease"), Landlord has leased to Tenant for the term hereinafter set forth, the real estate commonly known as 7402 N. 30<sup>th</sup> Street, Omaha, Nebraska 68112 and which is described or depicted on Exhibit "A" attached hereto and by this reference incorporated herein (the "Leased Premises"). The Leased Premises are located in a Shopping Center located on the real estate described on Exhibit "B" attached hereto and by this reference incorporated herein. Capitalized terms used in this Memorandum of Lease and not otherwise defined herein shall have the meanings given to such terms in the Lease.

2. The initial term of this Lease shall be for twenty (20) years commencing at 12:01 a.m. on June 15, 2008 (the "Commencement Date").

3. Tenant has four (4) consecutive options to extend the term of the Lease for successive terms of five (5) years each by giving notice to Landlord in accordance with the terms of the Lease.

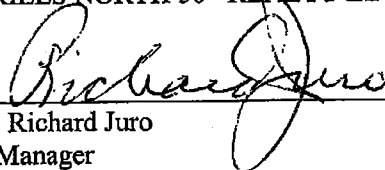
4. Among other things, the Lease contains the following covenants: The Shopping Center shall be used for the sole purpose of promoting and operating a shopping center, and there shall be no buildings erected on the Shopping Center, except those shown on the Site Plan without first obtaining the written consent of Tenant, which consent shall not be unreasonably withheld, delayed or conditioned. No portion of the Shopping Center shall be used for a bowling alley, theater, billiard parlor, night club, or auto service station unless designated on the Site Plan or approved in writing by Tenant, which approval shall not be unreasonably withheld, delayed or conditioned. Neither Landlord nor any affiliate or related party shall, without Tenant's prior written consent, own, operate or grant any lease or permit any assignment or sublease for a store (or any portion of a store) in the Shopping Center which permits a tenant under such Lease to operate a delicatessen or a bakery or which permits a tenant to sell or offer for sale groceries, meats, poultry, seafood, dairy products, fruits, vegetables, baked goods or alcoholic beverages; provided, these restrictions shall not prohibit restaurants serving and/or selling prepared foods nor shall they prohibit incidental sales of groceries, including prepackaged baked-goods, where less than twenty-five percent (25%) of a store's sales area, including 1/2 of adjacent aisle space is used for the sale of groceries, and provided further, these restrictions shall not prohibit restaurants from serving and/or selling alcoholic beverages, including package sales, and shall not prohibit the operations of bars (where no more than 25% of such sales can be package sales). In the event this Lease is terminated, then such restrictions shall no longer apply. Notwithstanding the foregoing restrictions, Landlord shall have the right to lease space in the Shopping Center for the operation of a specialty store or specialty stores which do not contain more than 2,500 square feet of floor area and would sell primarily ice cream, candy, nuts, popcorn, pretzels, yogurt, frozen custard, so-called health and natural foods, coffee, tea or any combination or variety of the foregoing. Further, notwithstanding the foregoing restrictions, Landlord shall have the right to lease space in the Shopping Center to any specialty store or stores for food sales containing not more than 2,500 square feet of sales area which would otherwise be prohibited under the terms of this paragraph. None of the restrictions set forth in this paragraph shall apply to any current tenant in the Shopping Center or any use conducted in the Shopping Center as of the Commencement Date. Restrictions that are contained in the lease for any current tenant of the Shopping Center as of the date hereof shall continue to apply to such tenant. In order to give notice of such

restrictions to third parties and insure the binding effect of such restrictions, such restrictions will be included in the Memorandum of Lease to be recorded pursuant to paragraph 57 hereof. Landlord agrees that in the event of any violation of such restrictions, Tenant should be entitled to injunctive relief. Therefore, at Tenant's request, Landlord will institute appropriate legal action to enjoin any violation of such covenants. Tenant will be permitted to participate in such action with its own counsel if Tenant so desires. Tenant, being the party for whose benefit such restrictions have been made, shall also have the right itself to initiate and pursue legal action to enjoin any such violation. If Landlord fails to institute or diligently pursue appropriate legal action to enjoin any violation of such covenants within a reasonable time after notice from Tenant, then any reasonable attorneys fees and other expenses incurred by Tenant in taking such action may thereafter be deducted from Tenant's rent. If a violation of such restrictions has occurred but a court of competent jurisdiction refuses to enjoin such violation, then (i) Landlord will not enter into a new lease or agree to any extension or renewal of the current lease of the violator at the expiration of the violator's current lease, and (ii) as long as such violation continues, the Base Rent payable by Tenant under this Lease shall be reduced in the same proportion (if any) as total Gross Receipts at, from or through the Premises declines during the period of such violation from the total for the same period during the 12 months immediately preceding such violation, but not more than 50%.

5. This Memorandum of Lease is executed pursuant to the provisions contained in the Lease and is not intended to vary the terms and conditions of the Lease. The sole purpose of this Memorandum of Lease is to give notice of the existence of the Lease and of the rights created thereby.

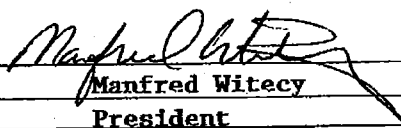
LANDLORD:

NO FRILLS NORTH 30<sup>th</sup> REALTY LLC

By:   
Name: Richard Juro  
Title: Manager

TENANT:

NF FOODS, LLC,  
a Nebraska limited liability company

By:   
Name: Manfred Wittecy  
Title: President

STATE OF NEBRASKA     )  
  ) ss  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 30th day of June, 2008, by Richard Juro, Manager of No Fills North 30th Realty LLC, a Nebraska limited liability company on behalf of the limited liability company.

Martha E. Bloes  
Notary Public

My commission expires: October 6, 2009

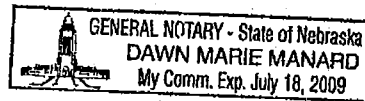


STATE OF NEBRASKA     )  
  ) ss  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 1st day of July, 2008, by Manfred Wiley, President of NF Foods, LLC, a Nebraska limited liability company, on behalf of the limited liability company.

Dawn Marie Manard  
Notary Public

My commission expires: 7/18/09



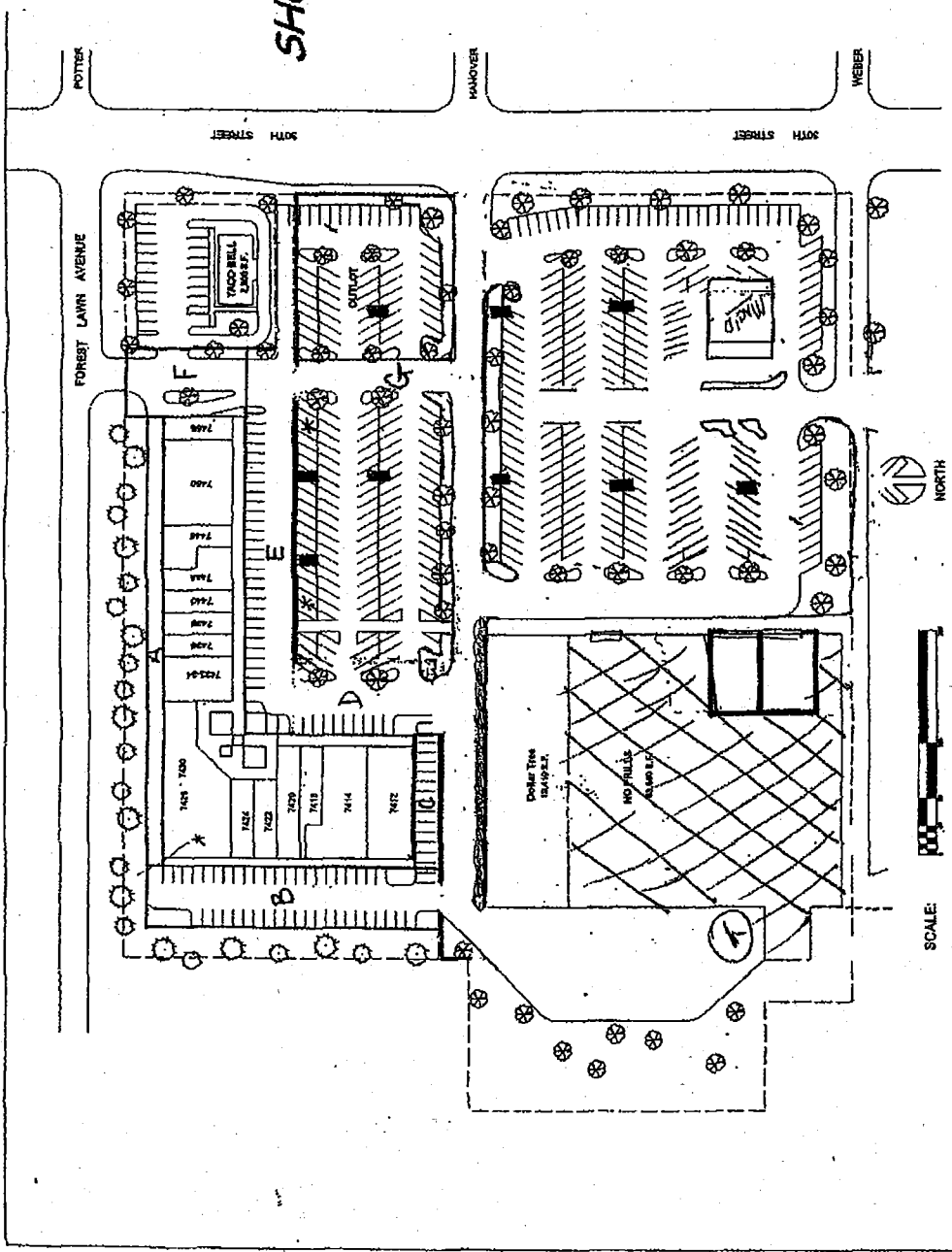
**EXHIBIT A**

Crosshatch = Premises  
T = Dumpster

Layout  
2/1/06

N 30th

**WEBER PLACE  
SHOPPING CENTER**



**Weber Place Shopping Center  
30th & Weber**

Prepared By  
The Letter Company  
December 2005

This map was prepared solely with the photos and pertinent survey data shown. The information herein is provided without responsibility or warranty. Lic. #0000041 Lic. #0000000 Date: 12/2005

**Exhibit "B"**  
**Legal Description of the Shopping Center**

Lot 1, Shopko Acres Replat 2, an Addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska.

DOCS/863286.1



MISC 2008066198



JUL 03 2008 15:03 P 4

4  
 REC: 20.99 FB 44-35653  
 BK: \_\_\_\_\_ C/O \_\_\_\_\_ Comp DB  
 DE: \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_

Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 7/3/2008 15:03:22.91  
  
 2008066198

(The above space for use of Register of Deeds.)

**MEMORANDUM OF OPTION AGREEMENT**

**THIS MEMORANDUM OF OPTION AGREEMENT ("Memorandum of Option") is entered into between NASH FINCH COMPANY ("Nash Finch") and NF FOODS, LLC, a Nebraska limited liability company ("Retailer").**

Nash Finch and Retailer have entered into a First Refusal Option Agreement by which Retailer accords to Nash Finch the right of first refusal and right of first offer to purchase the Retailer's grocery business located at 7402 North 30<sup>th</sup> Street, Omaha, Nebraska; and

The parties wish to give notice of the existence of Nash Finch's option rights.

**THEREFORE, IT IS AGREED:**

1. **The Legal Description.** The legal description of the real property where the Retailer's grocery business is located is on the attached Exhibit A.
2. **The Nash Finch Option Rights.** Nash Finch and Retailer have entered into a First Refusal Option Agreement effective June 30, 2008, in which Nash Finch is accorded both a right of first refusal and a right of first offer to purchase the grocery business of the store.
3. **The Option Term.** The term of Nash Finch's option rights is ten (10) years.
4. **Notice & Recording.** This Memorandum of Option Agreement has been executed and delivered by the parties for the purpose of recording and giving notice that a contractual relationship for the possible purchase by Nash Finch of the grocery business on the premises has been created between Retailer and Nash Finch, in accordance with the terms, covenants and conditions the First Refusal Option Agreement.
5. **Incorporation by Reference.** The terms and conditions of the First Refusal Option Agreement are incorporated by reference into this Memorandum of Option, as if set forth fully here and at length.

BAIRA ATTN: Jacqueline A. Paeppke

135650  
 (C)



IN WITNESS WHEREOF, the parties have executed this Memorandum of Option as of June 30, 2008.

NASH FINCH COMPANY <sup>ppB</sup>

Signature: Robert Dimond

Name: Robert Dimond

Title: Executive Vice President

STATE OF MINNESOTA )

COUNTY OF Hennepin )SS

The foregoing instrument was acknowledged before me this 30th day of June, 2008, by Robert Dimond, the Executive Vice President of Nash Finch Company, a Delaware corporation, on behalf of the corporation.



Kristine M. Johnston  
Notary Public

**NF FOODS, LLC, a Nebraska limited liability company**

Signature: *Manfred Witecy*  
Name: Manfred Witecy  
Title: President

STATE OF NEBRASKA            )  
  )SS  
COUNTY OF DOUGLAS        )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of July, 2008, by Manfred Witecy, the President of NF Foods, LLC, a Nebraska limited liability company, on behalf of the company.

*Martha E. Bloes*  
Notary Public



Document Created by:  
John D. Boelter, Esq.  
Nash Finch Company  
7600 France Avenue South  
Edina, MN 55435  
Phone: 952/844-1150  
Fax: 952/844-1235

**EXHIBIT A**

**Legal Description**

Lot 1, Shopko Acres Replat 2, an Addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska.



MISC 2009100704



SEP 15 2009 08:53 P 4

*misc*  
 4 22.50 FB *scattered*  
 BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP *per*  
 5 DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV *DW*  
 A

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
9/15/2009 08:53:46.86



2009100704

**THIS PAGE INCLUDED FOR INDEXING**  
**PAGE DOWN FOR BALANCE OF INSTRUMENT**

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*16*

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### THIRD AMENDMENT TO CROSS-EASEMENT AGREEMENT

THIS THIRD AMENDMENT TO CROSS-EASEMENT AGREEMENT (the "Third Amendment") dated June 12, 2009, is between NORTH 30<sup>TH</sup> REALTY, L.L.C., a Nebraska limited liability company ("North 30th"), and WEBER PLACE LLC, a Nebraska limited liability company ("Weber Place"), successor in interest to LERNER OMAHA PARTNERSHIP, a Nebraska general partnership ("Lerner Omaha"). The following statements are a material part of this Third Amendment.

A. ShopKO Stores, Inc., a Minnesota corporation ("ShopKo"), and LC Development Co., a Nebraska corporation ("LC"), 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 "1" and Exhibit "2" attached to the Cross-Easement Agreement and incorporated herein. The property described on Exhibit "1" was replatted into Lot 1 ShopKo Acres, Douglas County, Nebraska ("Lot 1 ShopKo Acres"), and the property described on Exhibit "2" was replatted into Lot 2 ShopKo Acres, Douglas County, Nebraska ("Lot 2 ShopKo Acres") and Lot 3 ShopKo Acres, Douglas County, Nebraska ("Lot 3 ShopKo Acres"). On February 23, 1998, ShopKo and Lerner Omaha, as successor in interest to LC, entered into a certain First Amendment to Cross-Easement Agreement ("First Amendment") recorded in Book 1239, Page 172. On May 17, 2008, North 30<sup>th</sup> and Weber Place entered into a certain Second Amendment to Cross-Easement Agreement recorded as Instrument No. 2008056891 in the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska.

B. The property described on Exhibit "1" attached to the Cross-Easement Agreement or Lot 1 ShopKo Acres was resubdivided and became Lots 1 and 2, ShopKo Acres Replat (the "Re-Subdivision") and is referred to in the First Amendment and individually as Lot 1 Replat and Lot 2 Replat, respectively.

C. Lot 2 Replat and the property described on Exhibit "2" attached to the Cross-Easement Agreement or Lot 2 ShopKo Acres, together with the South 16 feet of Lot 3 ShopKo Acres, have been subdivided into three (3) lots which are now known as Lots 1, 2 and 3, ShopKo Acres Replat 2 (the "Second Re-Subdivision"), and are sometimes referred to in the Second Amendment and this Third Amendment individually as Lot 1 Replat 2, Lot 2 Replat 2 and Lot 3 Replat 2, respectively. North 30<sup>th</sup> is the record owner of Lot 1 Replat 2 and Lot 2 Replat 2, and Weber Place is the record owner of Lot 3 Replat 2.

D. The Parties being record owners of the Entire Parcel, as that term is defined in the Cross-Easement Agreement, desire to amend the Cross-Easement Agreement as it pertains solely to Lot 2 Replat 2 with respect to the height restriction set forth in Section 3 of the Second Amendment.

RETURN TO:  
SPENCE TITLE SERVICES  
BOX 16

44-35652  
44-35650  
TA-56220

NOW, THEREFORE, in consideration of the foregoing preambles which are repeated in their entirety in this portion of this Third 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:

1. LOT 2 REPLAT 2 HEIGHT RESTRICTION.

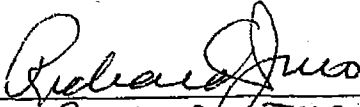
The height restriction of eighteen (18) feet as set forth in Section 3 of the Second Amendment is hereby amended to a height restriction not to exceed twenty (20) feet on Lot 2 Replat 2.

2. RATIFICATION.


Except as modified by this Third Amendment, the Cross-Easement Agreement and the First Amendment and Second Amendment are hereby ratified and affirmed.

To indicate their consent to this Third Amendment, the Parties or their authorized officers or representatives, have signed this document. This Third Amendment 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.

NORTH 30<sup>TH</sup> REALTY, L.L.C.,  
a Nebraska limited liability company

By:   
Name: RICHARD JURO  
Title: MANAGER

WEBER PLACE LLC, a Nebraska limited liability  
company

By:   
Name: SALVADOR CARTA  
Title: VICE President

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 12 day of June, 2009, by RICHARD JURO, MANAGER of NORTH 30<sup>TH</sup> REALTY, L.L.C., a Nebraska limited liability company, on behalf of such limited liability company.

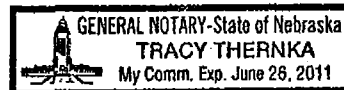


Tammy Zbylut  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 12 day of June, 2009, by Salvadore Carta, Vice President of WEBER PLACE LLC, a Nebraska limited liability company, on behalf of such limited liability company.

Tracy Thernka 6/26/2011  
Notary Public





MISC 2010025774



MAR 26 2010 15:01 P 7

*Misc*  
 FEE 36.50 FB 44-35653  
 BKP \_\_\_\_\_ C/O \_\_\_\_\_ COM M.B.  
 DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_  
*B + cost*

ACCESS EASEMENT  
 AND  
 SIGN RELOCATION AGREEMENT

Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 3/26/2010 15:01:03.51



2010025774

Filed: AS RECEIVED

Between

WEBER PLACE LLC

And

NORTH 30<sup>th</sup> REALTY LLC

Document begins on the following page.

*✓ 058979*

When recorded, please return to:  
 Howard J. Kaslow  
 8712 West Dodge Road, Suite 300  
 Omaha, Nebraska 68114



**ACCESS EASEMENT  
AND  
SIGN RELOCATION AGREEMENT**

THIS AGREEMENT, dated as of the 24<sup>th</sup> day of March, 2010, is made and entered into by and between WEBER PLACE LLC, a Nebraska limited liability company ("Weber"), and NORTH 30<sup>th</sup> REALTY LLC, a Nebraska limited liability company ("North 30<sup>th</sup>").

**\*\* FILED: AS IS**

PRELIMINARY STATEMENT

Weber is the record owner of Lot 3, Shopko Acres Replat 2, an Addition to the City of Omaha, as surveyed, platted, and recorded in Douglas County, Nebraska (the "Weber Property"). North 30<sup>th</sup> is the owner of Lot 1, Shopko Acres Replat 2, an Addition to the City of Omaha, as surveyed, platted, and recorded in Douglas County, Nebraska (the "North 30<sup>th</sup> Property"). Weber, which has acquired an easement over and upon Lot 2, Shopko Acres Replat 2, an Addition to the City of Omaha, as surveyed, platted, and recorded in Douglas County, Nebraska (the "Jimmy Johns Property"), has requested North 30<sup>th</sup> to provide a perpetual access easement over a portion of the North 30<sup>th</sup> Property more particularly described on Exhibit "A" annexed hereto for the purpose of providing a connection to and from the easement acquired by Weber over and upon the Jimmy Johns Property and thus establishing vehicular and pedestrian ingress and egress between the Weber Property and the driveway to 30<sup>th</sup> Street located on the North 30<sup>th</sup> Property as shown on Exhibit "A".

In addition, the construction of a driveway on such access easement requires the relocation of the existing "No Frills" pylon sign located on the North 30<sup>th</sup> Property to the location for such sign as shown on Exhibit "A", and Weber Place has requested North 30<sup>th</sup> to agree to the relocation of such sign upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing Preliminary Statement, which is incorporated herein by this reference and other consideration, the receipt and sufficiency of which are hereby acknowledged, Weber and North 30<sup>th</sup> agree as follows:

1. Access Easement. North 30<sup>th</sup> hereby grants and conveys to Weber and the other Permittees a perpetual easement upon, over, across, and through the property legally described and depicted on Exhibit "A" annexed hereto (the "Easement Area") for the purpose of providing a connection to and from the Jimmy Johns Property and thus establishing vehicular and pedestrian ingress, egress, passage, and access upon, over, across, and through the Easement Area to and from the Weber Property and the driveway access to 30<sup>th</sup> Street located on the North 30<sup>th</sup> Property as shown on Exhibit "A"; provided, however, that if the driveway located on the Easement Area as shown on Exhibit "A" is permanently removed, then the easement granted under this Agreement automatically shall terminate. Weber shall be solely responsible for the maintenance, repair, and replacement of the driveway located on the Easement Area, including but not limited to snow removal and any necessary repairs of the area in which the driveway constructed on the Easement Area connects to the driveway located on the North 30<sup>th</sup> Property which provides access to 30<sup>th</sup> Street, excluding any repairs and replacements caused by the negligence or intentional acts of North 30<sup>th</sup> and its successors, assigns, agents, and employees.

2. Permittees. The term "Permittees" shall mean: (i) Weber and its successors and assigns and (ii) the agents, customers, invitees, licensees, sublessees, employees, servants, and contractors of Weber.

3. No Dedication. Nothing contained in this Agreement shall be deemed to constitute a gift, grant, or dedication of any portion of the North 30<sup>th</sup> Property to the general public or for any public purpose whatsoever, it being the intention that this Agreement will be strictly limited in accordance with the terms hereof to the private use of Weber and the other Permittees.

4. Sign Relocation. North 30<sup>th</sup> agrees that Weber may relocate the existing "No Frills" pylon sign to the location on the North 30<sup>th</sup> Property shown on Exhibit "A" at no cost to North 30<sup>th</sup>. Weber agrees to pay all costs with respect to the sign relocation, to repair any damage to the sign as a result of the relocation, and to obtain and pay for all required sign permits.

5. Hold Harmless. Weber agrees to indemnify North 30<sup>th</sup> against and to hold North 30<sup>th</sup> harmless from any claims, demands, or causes of action on the part of any Permittee arising out of the Permittee's traversing the Easement Area.

6. Amendment and Termination.

(a) Except as herein provided, this Agreement and any provision herein contained may be amended only with the written consent of the respective owners of the North 30<sup>th</sup> Property and the Weber Property.

(b) In the event of a breach or threatened breach of this Agreement, any and all owners of the North 30<sup>th</sup> Property or Weber Property adversely affected by such breach or threatened breach shall be entitled to institute proceedings for full and adequate relief from the consequences of such breach or threatened breach. The unsuccessful party in any action shall indemnify the prevailing party against all reasonable attorney fees and other reasonable costs and expenses incurred by the prevailing party. No breach of this Agreement will entitle any owner of the North 30<sup>th</sup> Property or Weber Property to cancel, rescind, or otherwise terminate this Agreement.

(c) Unless otherwise modified, terminated, or extended as permitted in this Agreement, the easements, rights, obligations, covenants, and restrictions contained in this Agreement shall continue in perpetuity.

7. Miscellaneous.

(a) All notices, statements, demands, approvals, or other communications given pursuant to this Agreement will be in writing and will be delivered in person, by certified mail or registered mail, postage prepaid, or by recognized courier service to the owner of the property affected at the address on file with the office of the Douglas County Treasurer for delivery of ad valorem tax statements relating to the respective

properties. All such notices which are mailed shall be deemed delivered on the fourth day after postmark, unless delivered sooner.

(b) Nothing contained in this Agreement and no action by the owner of the North 30<sup>th</sup> Property or the Weber Property shall be deemed or construed by any owner or any third person to create the relationship of principal and agent, or partnership, or joint venture, or any association between or among any of the owners of the North 30<sup>th</sup> Property or the Weber Property.

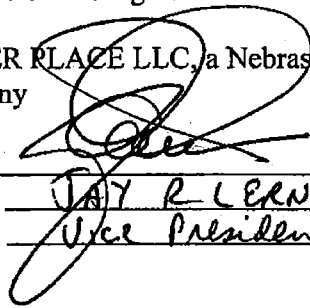
(c) This Agreement will be construed in accordance with the laws of the State of Nebraska.

(d) The provisions of this Agreement will inure to the benefit of and be binding upon North 30<sup>th</sup> and Weber and their respective successors and assigns.

(e) This Agreement, together with the rights related thereto and set forth herein, shall run with the land and shall be for the benefit of and appurtenant to the Weber Property and shall be binding upon, enforceable against, and burden the North 30<sup>th</sup> Property.

(f) The invalidity or unenforceability of any provision hereof shall in no way affect the validity of the remaining provisions of this Agreement.

WEBER PLACE LLC, a Nebraska limited liability company

By:   
Name: JAY R. LERNER  
Title: Vice President

NORTH 30<sup>th</sup> REALTY LLC, a Nebraska limited liability company

By:   
Name: Richard Juro, Manager

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of March, 2010, by Jay R. Lerner, Vice President of WEBER PLACE LLC, a Nebraska limited liability company, on behalf of such limited liability company.

Dee Muesel  
Notary Public



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of March, 2010, by Richard Juro, Manager of NORTH 30<sup>th</sup> REALTY LLC, a Nebraska limited liability company, on behalf of such limited liability company.

Howard J. Kaslow  
Notary Public

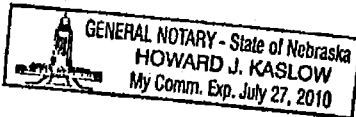
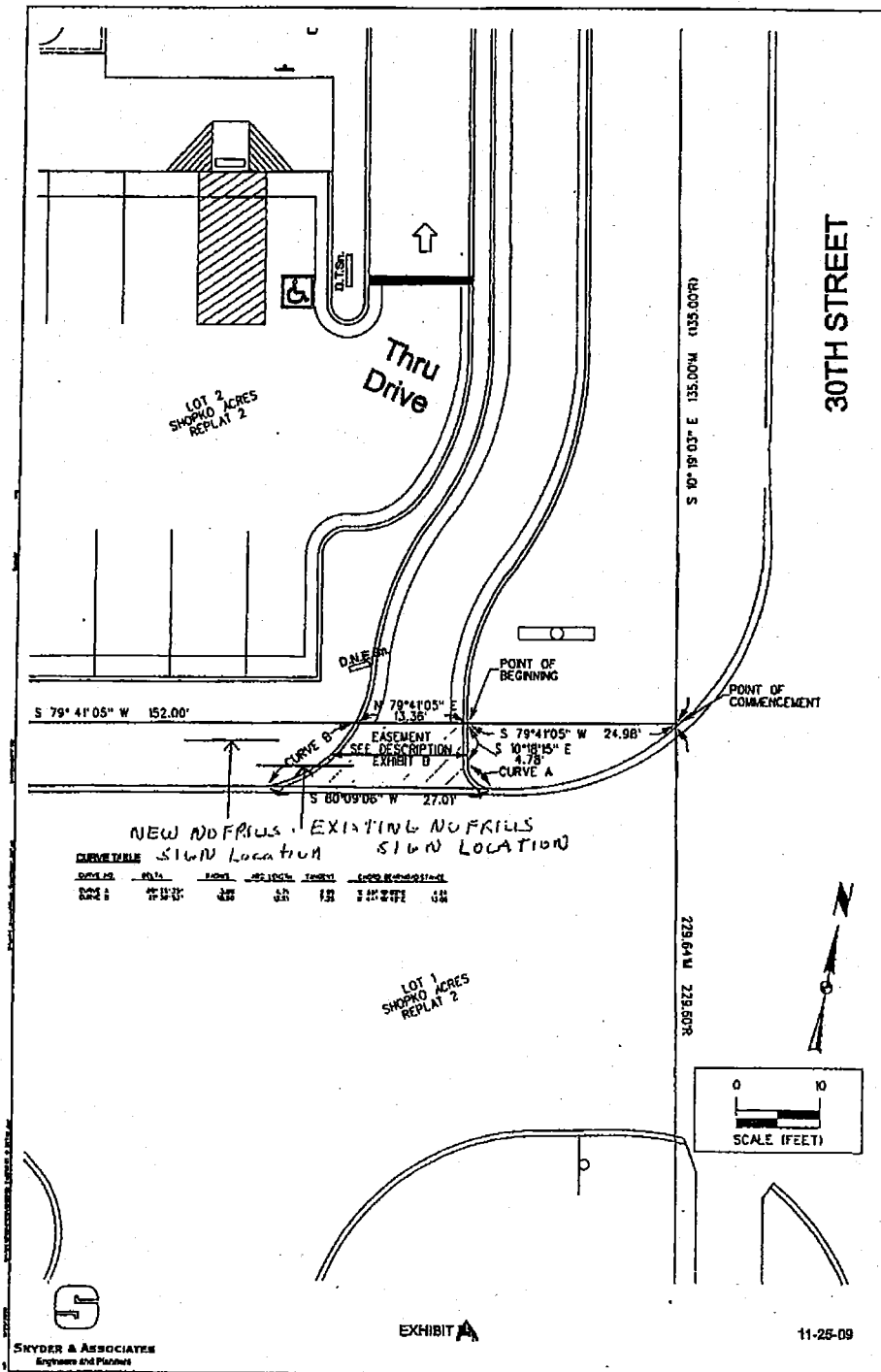


EXHIBIT A (THE EASEMENT)

A PART OF LOT 1, IN SHOPKO ACRES REPLAT 2, AN ADDITION TO THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA AND DESCRIBED AS FOLLOWS:

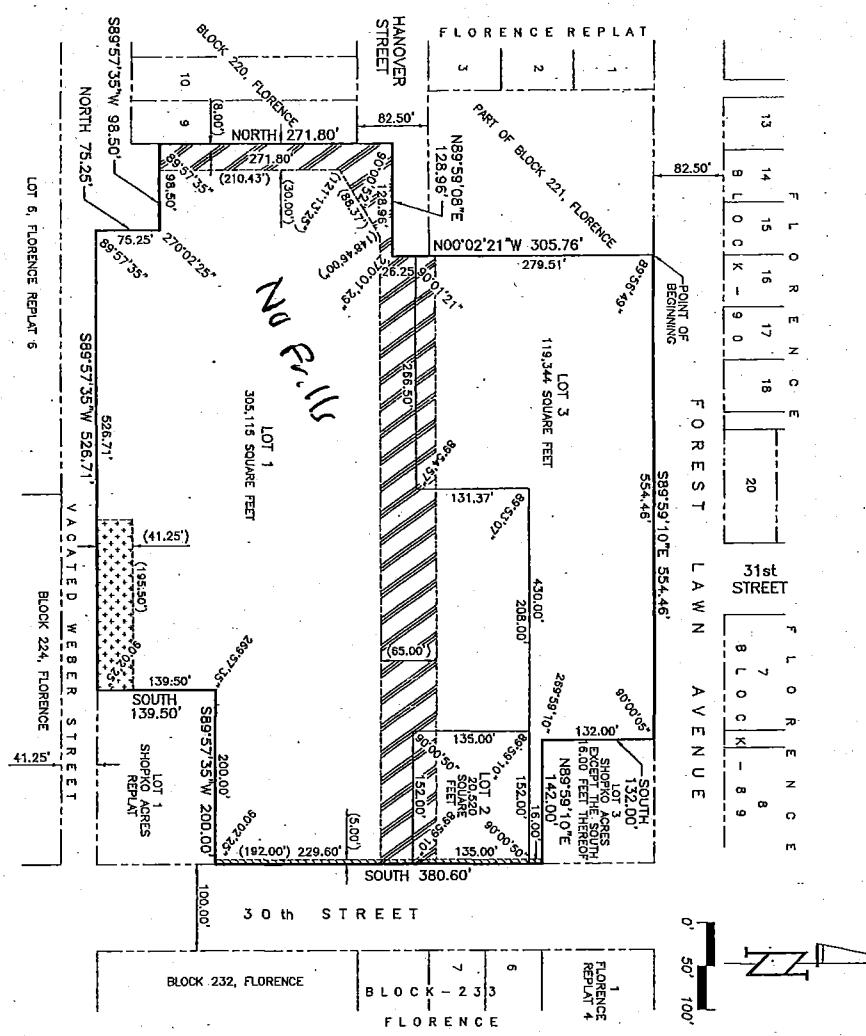
COMMENCING AT THE EASTERN MOST NORTHEAST CORNER OF SAID LOT 1, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 2 SAID SHOPKO ACRES REPLAT 2; THENCE SOUTH  $79^{\circ}41'05''$  WEST ALONG THE NORTH LINE OF SAID LOT 1, 24.98 FEET TO THE POINT OF BEGINNING; THENCE SOUTH  $10^{\circ}18'15''$  EAST, 4.78 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 3.00 FEET, WHOSE ARC LENGTH IS 4.71 FEET AND WHOSE CORD BEARS SOUTH  $55^{\circ}18'02''$  EAST; THENCE SOUTH  $80^{\circ}09'06''$  WEST, 27.01 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 15.00 FEET, WHOSE ARC LENGTH IS 13.51 FEET AND WHOSE CORD BEARS NORTH  $44^{\circ}15'45''$  EAST TO A POINT ON SAID NORTH LINE OF LOT 1; THENCE NORTH  $79^{\circ}41'05''$  EAST ALONG SAID NORTH LINE, 13.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.003 ACRES (132 S.F.) MORE OR LESS.



# SHOPKO ACRES REPLAT 2

BEING A REPLATTING OF LOT 2, TOGETHER WITH THE SOUTH 16.00 FEET OF LOT 3, SHOPKO ACRES, LOT 2, SHOPKO ACRES REPLAT, SUBDIVISIONS IN DOUGLAS COUNTY, NEBRASKA.

LOTS 1, 2 and 3



- NOTES:**
1. THERE WILL BE NO DIRECT VEHICULAR ACCESS TO 30th STREET OVER THE EAST LINE OF LOT 2.
  2. THERE WILL BE NO DIRECT VEHICULAR ACCESS TO 30th STREET OVER THE EAST LINE OF LOT 1 EXCEPT OVER THE EXISTING 40 FOOT WIDE DRIVE, THE CENTRELINE OF WHICH IS LOCATED 28 FEET SOUTH OF THE NE CORNER OF LOT 1.

SEWER AND DRAINAGE EASEMENT SHOWN ON THE REMAINING UNRECORDED SHOPKO ACRES PAGE 486 OF THE DOUGLAS COUNTY RECORDS.

UTILITY EASEMENT SHOWN ON THE ADMINISTRATIVE SUBDIVISION OF SHOPKO ACRES REPLAT RECORDED IN MISC. BOOK 1718 AT PAGE 486 OF THE DOUGLAS COUNTY RECORDS.

**COUNTY TREASURER'S CERTIFICATE**

THIS IS TO CERTIFY THAT I HAVE NO RECORDS OF ANY TAXES DUE OR UNPAID BY THE ABOVE DESCRIBED PROPERTY AS OF THIS DATE.

*David J. Fisher*  
DOUGLAS COUNTY TREASURER

**APPROVAL OF CITY ENGINEER**

ALL REQUIRED PUBLIC IMPROVEMENTS HAVE BEEN COMPLETED, INSPECTED AND APPROVED BY THE PUBLIC WORKS DEPARTMENT.

*Henry Kieckhefer*  
CITY ENGINEER

**APPROVAL OF PLANNING DIRECTOR**

APPROVED AS A SUBDIVISION OF SHOPKO ACRES REPLAT 2 IN COMPLIANCE WITH SECTION 33-1003, OMAHA MUNICIPAL CODE, WITH PLAT REQUIREMENTS WAIVED PER SECTION 7.02, HOME RULE CHARTER OF THE CITY OF OMAHA.

*David L. Ward*  
PLANNING DIRECTOR

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL CORNERS OF SAID BOUNDARY AND AT ALL LOT CORNERS WITHIN SAID SUBDIVISION TO BE KNOWN AS SHOPKO ACRES REPLAT 2, LOTS 1, 2 AND 3, BEING A REPLAT OF LOT 2, TOGETHER WITH THE SOUTH 16.00 FEET OF LOT 3, SHOPKO ACRES, AND LOT 2, SHOPKO ACRES REPLAT, SUBDIVISIONS IN DOUGLAS COUNTY, NEBRASKA. ALL MORE PARTICULARLY DESCRIBED AS SHOWN ON THE ATTACHED SURVEY MAP AND RECORDED IN MISC. BOOK 1718 AT PAGE 486 OF THE DOUGLAS COUNTY RECORDS.

(ASSUMED BEING) 554.45 FEET ON THE NORTH LINE OF SAID LOT 2 TO THE NORTH CORNER THEREOF; THENCE SOUTH 13.00 FEET ON THE EAST LINE OF SAID LOT 2 TO THE NORTH LINE OF THE SOUTH 16.00 FEET OF SAID LOT 3, SHOPKO ACRES; THENCE NORTH 89°59'10"E 142.00 FEET ON THE NORTH LINE OF THE SOUTH 16.00 FEET OF SAID LOT 3, SHOPKO ACRES; THENCE SOUTH 380.60 FEET ON THE EAST LINE OF SAID LOT 3 AND ON THE EAST LINE OF LOT 2, SAID SHOPKO ACRES REPLAT TO THE SE CORNER THEREOF; THENCE SOUTH 52.50 FEET ON THE SOUTH LINE OF SAID LOT 2, THENCE SOUTH 139.60 FEET ON THE SOUTH LINE OF SAID LOT 2 TO THE SW CORNER THEREOF; THENCE NORTH 75.25 FEET ON THE WEST LINE OF SAID LOT 2 TO THE SW CORNER THEREOF; THENCE NORTH 271.80 FEET ON THE WEST LINE OF SAID LOT 2 TO THE NW CORNER THEREOF; THENCE NORTH 271.80 FEET ON THE WEST LINE OF SAID LOT 2; THENCE NORTH 00°02'21"W 305.78 FEET ON THE NORTH LINE OF SAID LOT 2; THENCE NORTH 00°02'21"W 305.78 FEET ON THE NORTH LINE OF SAID LOT 2 AND ON THE WEST LINE OF LOT 2, SAID SHOPKO ACRES TO THE POINT OF BEGINNING.

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS THAT WE, NO FRILLS NORTH 30th REALTY, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY, AND WEBER PLAZA, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY, BEING THE OWNERS AND SUN LIFE ASSURANCE COMPANY OF CANADA (U.S.), A DELAWARE CORPORATION AND WASHINGTON COUNTY BANK, A NEBRASKA BANKING CORPORATION, BEING THE MORTGAGE HOLDERS OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN ON SAID SUBDIVISION TO BE HEREAFTER KNOWN AS SHOPKO ACRES REPLAT 2, AND WE DO HEREBY GRANT AND APPROVE THE DEDICATION OF OUR OMAHA PUBLIC POWER DISTRICT (MST) POWER DISTRIBUTION SYSTEM TO THE CITY OF OMAHA TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR, AND RENEW POLES, WIRES, CROSSARMS, DOWN GUYS AND FACED, CABLE, CONDUITS AND OTHER RELATED UTILITIES AND TO EXTEND THE BROWN WIVES DR CABLES TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION, ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES AND AN EIGHT (8') FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF THE LOTS. NO PERMANENT BUILDINGS, TREES, REMAINING WALLS OR FENCES, ROCK WALLS SHALL BE PLACED IN SAID EASEMENT STRIPS FOR PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREBY GRANTED.

NO FRILLS NORTH 30th REALTY, L.L.C.,  
NEBRASKA LIMITED LIABILITY COMPANY  
BY: *Richard Juro*, PRESIDENT

WEBER PLAZA, L.L.C., A  
NEBRASKA LIMITED LIABILITY  
COMPANY  
BY: *Richard Juro*, PRESIDENT

SUN LIFE ASSURANCE COMPANY  
OF CANADA (U.S.), A DELAWARE  
CORPORATION  
BY: *Richard Juro*, PRESIDENT

WASHINGTON COUNTY BANK  
A NEBRASKA BANKING CORPORATION  
BY: *Richard Juro*, PRESIDENT

**ACKNOWLEDGEMENT OF NOTARY**

STATE OF NEBRASKA)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 23rd DAY OF JANUARY 2002 BY RICHARD JURO, PRESIDENT, OF NO FRILLS NORTH 30th REALTY, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY ON BEHALF OF SAID COMPANY.

BY: *Richard Juro*  
NOTARY PUBLIC

**ACKNOWLEDGEMENT OF NOTARY**

STATE OF NEBRASKA)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 23rd DAY OF JANUARY 2002 BY RICHARD JURO, PRESIDENT, OF WEBER PLAZA, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY.

BY: *Richard Juro*  
NOTARY PUBLIC

**ACKNOWLEDGEMENT OF NOTARY**

STATE OF NEBRASKA)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 23rd DAY OF JANUARY 2002 BY RICHARD JURO, PRESIDENT, OF WASHINGTON COUNTY BANK, A NEBRASKA BANKING CORPORATION, ON BEHALF OF SAID COMPANY.

BY: *Richard Juro*  
NOTARY PUBLIC

**ACKNOWLEDGEMENT OF NOTARY**

STATE OF NEBRASKA)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 23rd DAY OF JANUARY 2002 BY RICHARD JURO, PRESIDENT, OF SUN LIFE ASSURANCE COMPANY OF CANADA (U.S.), A DELAWARE CORPORATION, ON BEHALF OF SAID COMPANY.

BY: *Richard Juro*  
NOTARY PUBLIC

**ACKNOWLEDGEMENT OF NOTARY**

STATE OF MASSACHUSETTS)

PROPERTY INVESTMENT ANALYST

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 23rd DAY OF JANUARY 2002 BY RICHARD JURO, PRESIDENT, OF SUN LIFE ASSURANCE COMPANY OF CANADA (U.S.), A DELAWARE CORPORATION, ON BEHALF OF SAID COMPANY.

BY: *Richard Juro*  
NOTARY PUBLIC

**ACKNOWLEDGEMENT OF NOTARY**

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BY: *Richard Juro*  
NOTARY PUBLIC

**ACKNOWLEDGEMENT OF NOTARY**

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BY: *Richard Juro*  
NOTARY PUBLIC

**ACKNOWLEDGEMENT OF NOTARY**

STATE OF NEBRASKA)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 23rd DAY OF JANUARY 2002 BY RICHARD JURO, PRESIDENT, OF WASHINGTON COUNTY BANK, A NEBRASKA BANKING CORPORATION, ON BEHALF OF SAID COMPANY.

BY: *Richard Juro*  
NOTARY PUBLIC

SCALE:	1" = 100'
DATE:	JAN. 25, 2002
DRAWN BY:	RJR
CHECKED BY:	JDW
REVISION	

**SHOPKO ACRES REPLAT 2**

MINOR PLAT ADMINISTRATIVE APPROVAL

**THOMPSON, DREESSEN & DORNER, INC.**  
Consulting Engineers & Land Surveyors

10836 OLD MILL ROAD  
OMAHA, NE 68154  
(402) 330 - 8860

738-133-2  
A7381332A.DWG

RECEIVED

AUG 7 9 05 AM '97

RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE



CITY OF OMAHA, NEBRAS  
ADMINISTRATIVE SUBDIVIS  
SHOPKO ACRES REPL  
LOT 1 AND LOT 2

LEGAL DESCRIPTION:

BEING A REPLAT OF LOT 1, SHOPKO ACRES, AN ADDITION  
TO THE CITY OF OMAHA, IN DOUGLAS COUNTY, NEBRASKA.

LEGEND:

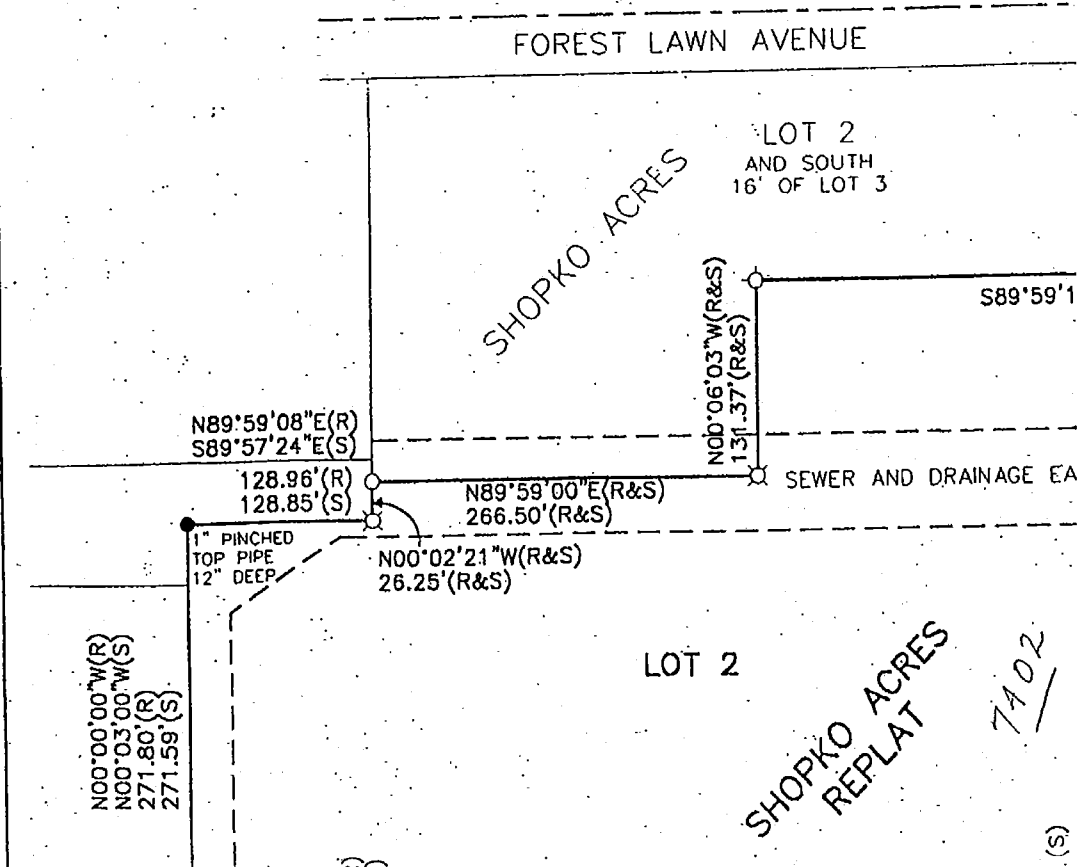
- - PIN FOUND - AS NOTED
- - SET PIN - 5/8" REBAR  
W/ CAP MARKED RLS 459
- ✕ - FOUND "X"
- ⊗ - SET CHISELED "X" IN CONCRETE
- ⊙ - SET CONCRETE NAIL IN ASPHALT
- (S) - SURVEYED AS
- (R) - RECORDED AS

SCA  
50

NOTE: UTILITY AND SEWER AND DRAINAGE EASEMENTS AS SHOWN ON  
OF SHOPKO ACRES AS FILED MARCH 27, 1987 IN BOOK 1800, PAGE 23

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

NOTE: THIS REPLAT IS SUBJECT TO TERMS AND PROVISIONS OF THE C  
AGREEMENT FILED AUGUST 5, 1986 IN MISC. BOOK 784, PAGE 237, BY  
SHOPKO STORES, INC. AND L.C. DEVELOPMENT CO. PROVIDING RECIPROCAL  
PEDESTRIAN AND VEHICULAR INGRESS, EGRESS, PARKING, PASSAGE, AND  
UTILITIES.



SHOPKO ACRES  
REPLAT

7102

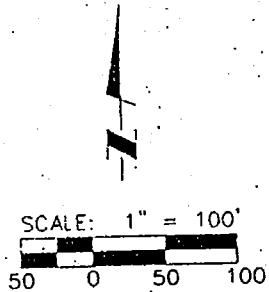
(S)



1A, NEBRASKA  
E SUBDIVISION  
RES REPLAT  
ID LOT 2

ION  
SKA.

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



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

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  
I, PAGE 237, BY AND BETWEEN  
DIVIDING RECIPROCAL EASEMENTS FOR  
3, PASSAGE, AND TRAFFIC AND FOR

9650  
FEE 3180R  
DEL PA C/O COMP 7/15  
LEGAL PG SCANDC 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 ME KNOWN TO BE THE PERSONS  
THEY EXECUTED THE FOREGOING  
IN HIS AUTHORITY.

NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS  
STEVEN J. THOMAS

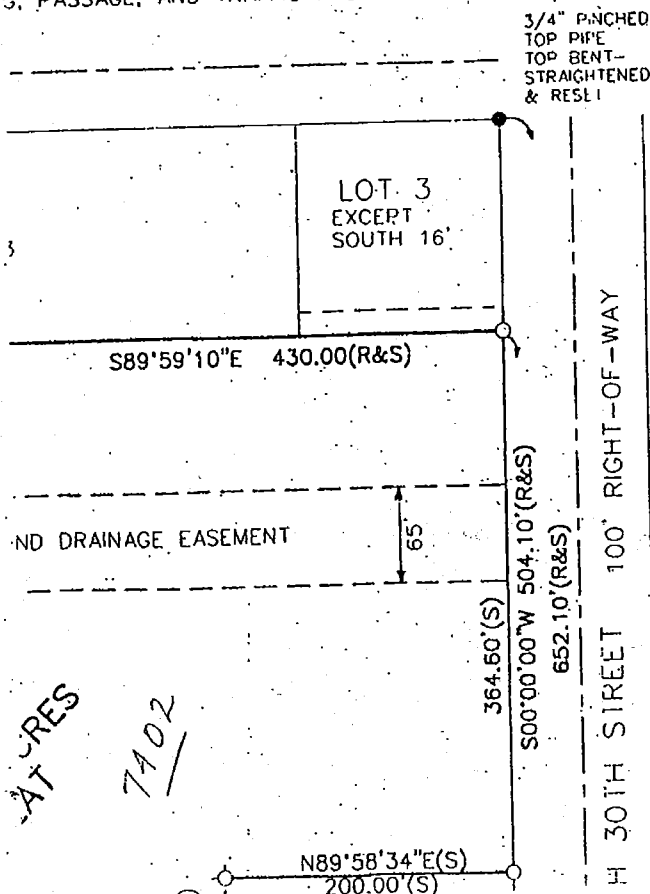
COUNTY TREASURER'S CERTIFICATE  
THIS IS TO CERTIFY THAT I FIND  
AGAINST THE PROPERTY DESCRIBE  
RECORDS OF THIS OFFICE.

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



AT RES  
7402

FOUND CUT "X" ON  
MANHOLE COVER 205'

30TH ST.

30TH ST

SE PRESENTS:  
INC., A MINNESOTA CORPORATION, THE UNDERSIGNED  
DESCRIBED HEREON AND EMBRACED WITHIN THIS PLAT  
TO BE SUBDIVIDED INTO LOTS AS SHOWN ON THIS PLAT.

SHOPKO STORES, INC.,

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

ATTEST: [Signature]  
RICHARD D. SCHEPP, SECRETARY

ARY:

BEFORE ME THIS 1st DAY OF July, 1997, DALE P. KRAMER  
PRESIDENT AND SECRETARY, RESPECTIVELY, OF SHOPKO STORES, INC., A  
CORPORATION AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF  
MINNESOTA, AND THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND  
I, [Signature] NOTARY PUBLIC AND SECRETARY OF SAID CORPORATION, AND ACKNOWLEDGED THAT  
THEY ARE THE PERSONS AS SUCH OFFICERS AS THE ACT OF SAID CORPORATION, BY

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

NOTIFICATION:  
I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT  
DESCRIBED IN THE LEGAL DESCRIPTION AND AS SHOWN BY THE

[Signature]  
COUNTY TREASURER  
Eric M. Haney

APPROVAL:  
APPROVAL OF NOT MORE THAN TWO (2) LOTS, PARCELS OR TRACTS,  
WAIVED PER SECTION 7.08 HOME RULE CHARTER OF THE CITY  
OF MINNEAPOLIS. APPROVAL IS VOID UNLESS THIS PLAT IS FILED AND  
RECORDED IN THE CITY REGISTER OF DEEDS WITHIN THIRTY (30) DAYS OF THIS DATE.

[Signature]  
PLANNING DIRECTOR

I HAVE SURVEYED THE PROPERTY DESCRIBED HEREON  
AND NO MARKERS HAVE BEEN FOUND OR SET AT ALL CORNERS OF  
THE PROPERTY AND THAT THIS PLAT WAS MADE BY ME OR UNDER MY  
SUPERVISION AND THAT I AM A DULY REGISTERED LAND  
SURVEYOR.



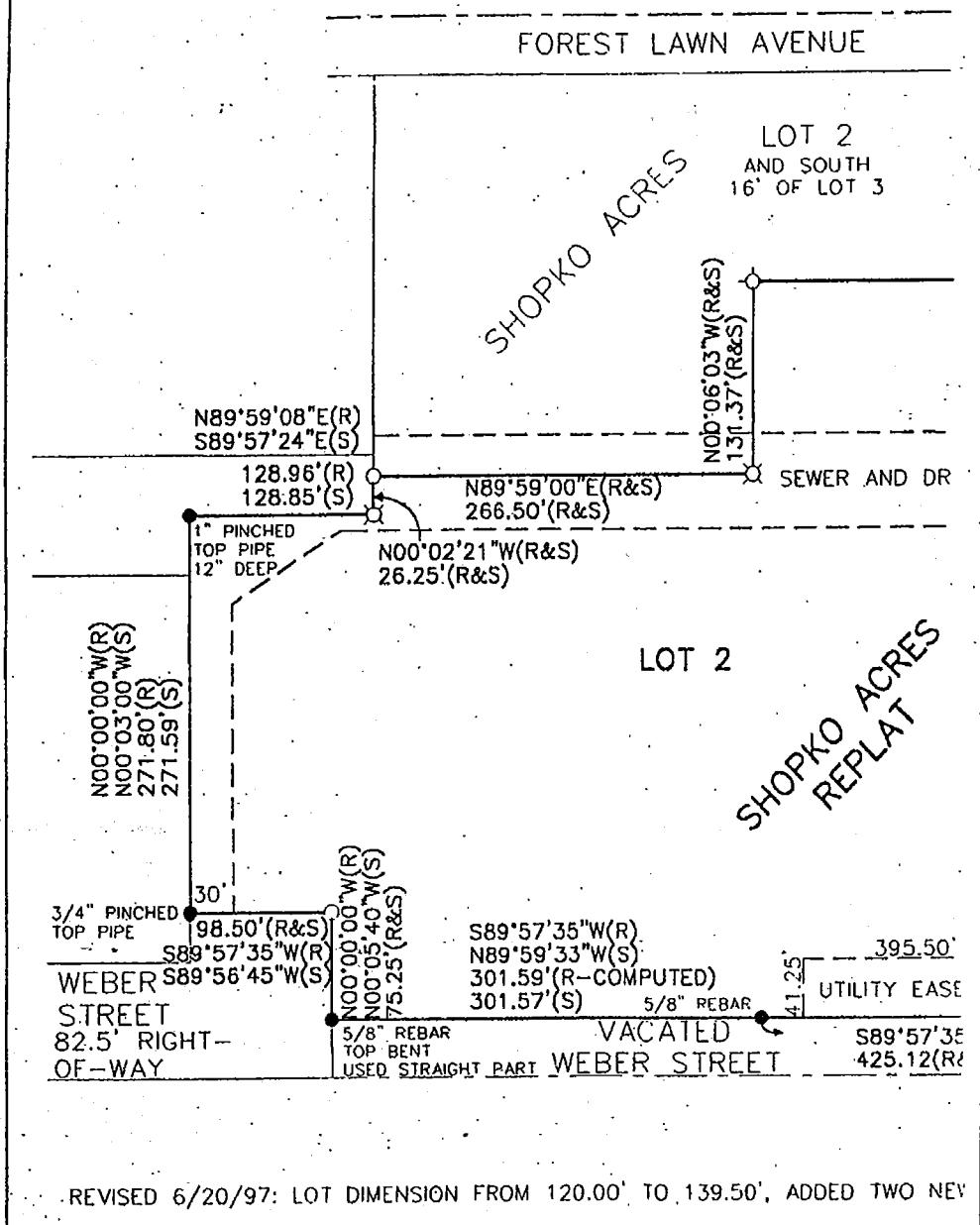
**LEGEND:**

- - PIN FOUND - AS NOTED
- - SET PIN - 5/8" REBAR  
W/ CAP MARKED RLS 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 SET FORTH IN SHOPKO ACRES AS FILED MARCH 27, 1987 IN BOOK 180

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

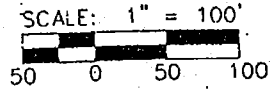
NOTE: THIS REPLAT IS SUBJECT TO TERMS AND PROVISIONS AGREEMENT FILED AUGUST 5, 1986 IN MISC. BOOK 784, PAC SHOPKO STORES, INC. AND L.C. DEVELOPMENT CO. PROVIDING PEDESTRIAN AND VEHICULAR INGRESS, EGRESS, PARKING, PAS UTILITIES.



REVISED 6/20/97: LOT DIMENSION FROM 120.00' TO 139.50', ADDED TWO NEW

Lot 2 7402 N 3.

OWNER'S CERTIFICATION:  
KNOW ALL PERSONS BY THESE NAMES THAT WE, SHOPKO STORES, INC. OWNERS OF THE PROPERTY DESCRIBED HAVE CAUSED SAID LAND TO



AS SHOWN ON THE FINAL PLAT BOOK 1800, PAGE 239.

MENTS ALONG THE ORIGINAL LINES OF LOCATION OF PLAT OF SHOPKO ACRES 239.

PROVISIONS OF THE CROSS-EASEMENT 784, PAGE 237, BY AND BETWEEN PROVIDING RECIPROCAL EASEMENTS FOR WORKING, PASSAGE, AND TRAFFIC AND FOR

9650  
FEE 31.80 R FB44-35650  
DEL. PA C/O COMP 7/15  
LEGAL PG SCANDLKV

ACKNOWLEDGEMENT OF NOTAR

STATE OF WISCONSIN )

COUNTY OF BROWN )  
PERSONALLY CAME BEFORE ME AND RICHARD D. SCHEPP, PRESENTER, CORPORATION DULY ORGANIZED UNDER THE LAWS OF MINNESOTA, AND TO ME KNOWN TO BE SUCH AS THEY EXECUTED THE SAME IN ITS AUTHORITY.

NOTARIAL SEAL AFFIX REGISTER OF DEEDS  
STEVE THO

COUNTY TREASURER'S CERTIFICATE  
THIS IS TO CERTIFY THAT I HAVE RECORDED THIS AGAINST THE PROPERTY DEED RECORDS OF THIS OFFICE.

7-2-1997  
DATE:

PLANNING DIRECTOR'S APPROVAL  
APPROVED AS A SUBDIVISION WITH PLAT REQUIREMENTS W/IN THE CITY OF OMAHA, 1956. THIS SURVEY RECORDED WITH THE COUNTY

7/9/97  
DATE:

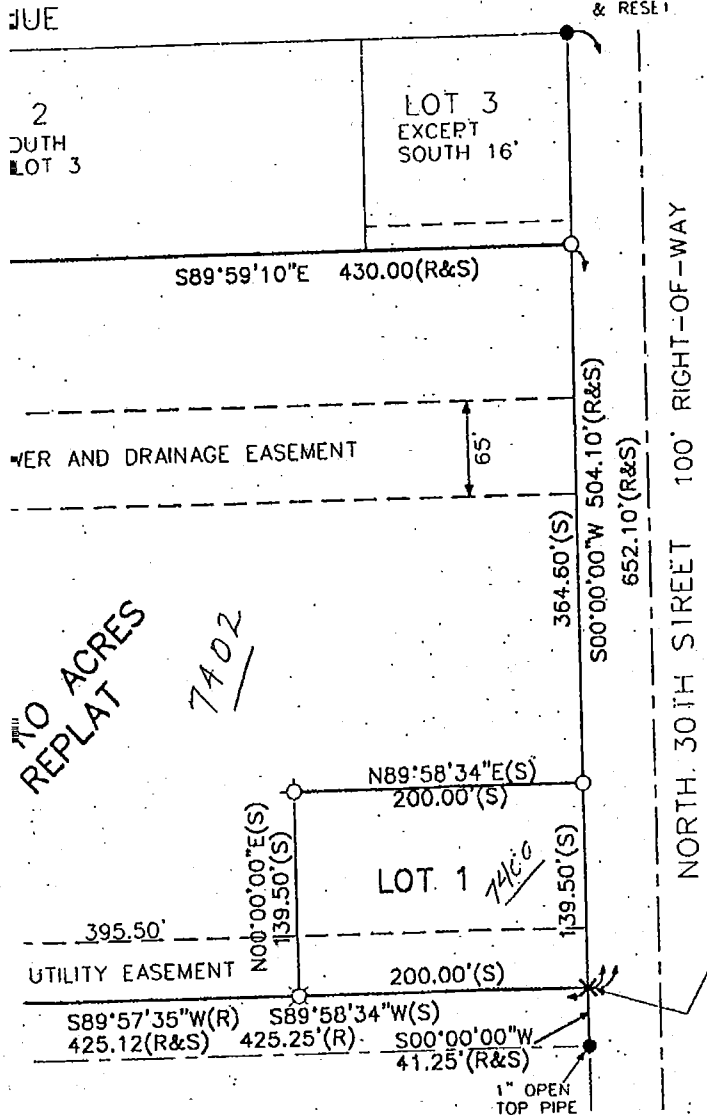
SURVEYOR'S CERTIFICATE:  
I HEREBY CERTIFY THAT I HAVE FOUND AND THAT PERMANENT MARKS ARE PLACED ON THE LOTS BEING PLATTED AS DIRECTED BY THE SUPERVISOR UNDER THE LAWS OF WISCONSIN.

MICHAEL G. SIZER L.S. REG.

TO THE OFFICE OF DO. CLIENT MCDONALD'S CC 11880 COLLEGE OVERLAND PARK LOCATION LOT 1, SHOP

FIELD BOOK NO. 11 NORTHSTAR LAND SURVEY

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



TO ACRES REPLAT 7402

DED TWO NEW NOTES, REVISED PIN DESCRIPTION AT SE COR. LOT 1.

N 30<sup>TH</sup> ST

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

44-35652  
-35650 (16)  
112

SHOPKO STORES, INC.,

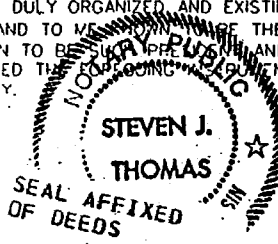
BY: Dale P. Kramer DT  
DALE P. KRAMER, PRESIDENT

ATTEST: [Signature]  
RICHARD D. SCHEPP, SECRETARY

**STATEMENT OF NOTARY:**

WISCONSIN )  
                  )ss

BROWN )  
I FULLY CAME BEFORE ME THIS 1st DAY OF July, 1997, DALE P. KRAMER  
AND RICHARD D. SCHEPP, PRESIDENT AND SECRETARY, RESPECTIVELY, OF SHOPKO STORES, INC., A  
MINNESOTA CORPORATION, DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF  
MINNESOTA AND TO ME AS A NOTARY PUBLIC, THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND  
I TO BE SURE OF THE IDENTITY OF SAID PRESIDENT AND SECRETARY OF SAID CORPORATION AND ACKNOWLEDGED THAT  
THEY ENTERED INTO THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE ACT OF SAID CORPORATION, BY  
THEIR OWN FREE WILL AND WITHOUT COERCION, FRAUD, OR UNLAWFUL INFLUENCE.



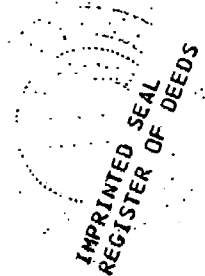
[Signature]  
STEVEN J. THOMAS  
NOTARY PUBLIC, STATE OF WISCONSIN  
MY COMMISSION IS PERMANENT.

**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  
PLAT OF 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, 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.

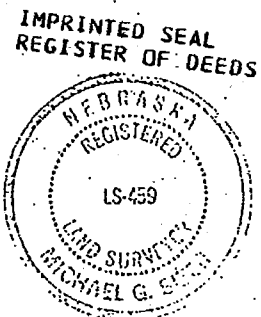
2

[Signature]  
PLANNING DIRECTOR

**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 SIZER L.S. REG. NO. 459 NEBRASKA. DATE



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

DONALD'S CORPORATION  
880 COLLEGE BOULEVARD, SUITE 500  
BERNARD PARK, KANSAS 66210

DRAWN BY DAS/MGS  
PROJECT 197-30  
(197308)

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



BK 1800 PG 239



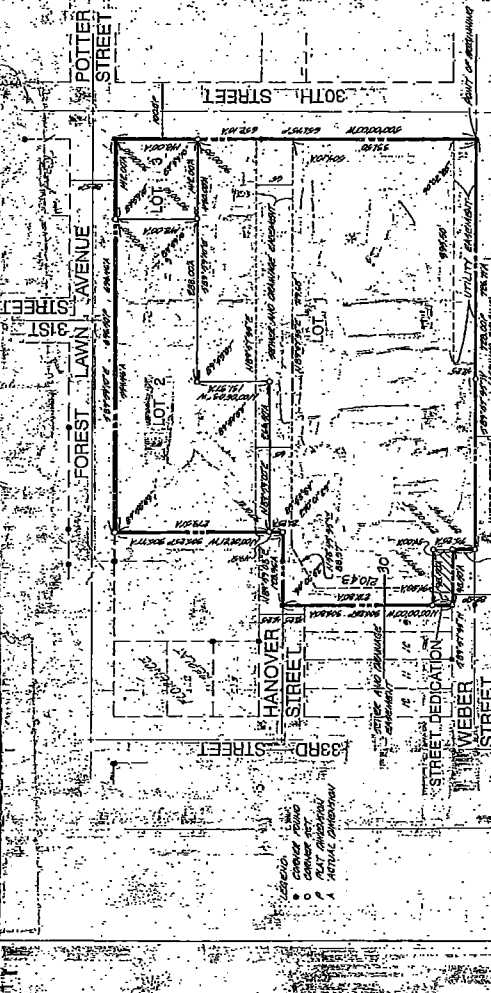
DEED 1987 03321

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INDEXING  
PAGE DOWN FOR BALANCE OF INSTRUMENT

SHOPKO 3.17 ACRES

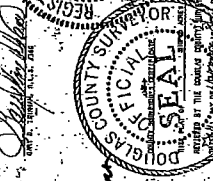
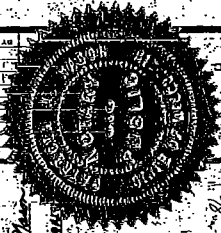
12 AND 13  
BLOCK 220, FLORENCE TOGETHER WITH STREETS  
AND 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

RECEIVED  
EST. MAR 27 11:19  
DEPT. OF REVENUE  
DOUGLAS COUNTY, NEBRASKA  
3321  
BK. 1800 N 945  
PG 239 N 248 2026 B  
OF DEL COMP 48  
FEB 24 - 5.16  
C10 DEL MC  
FEE 16

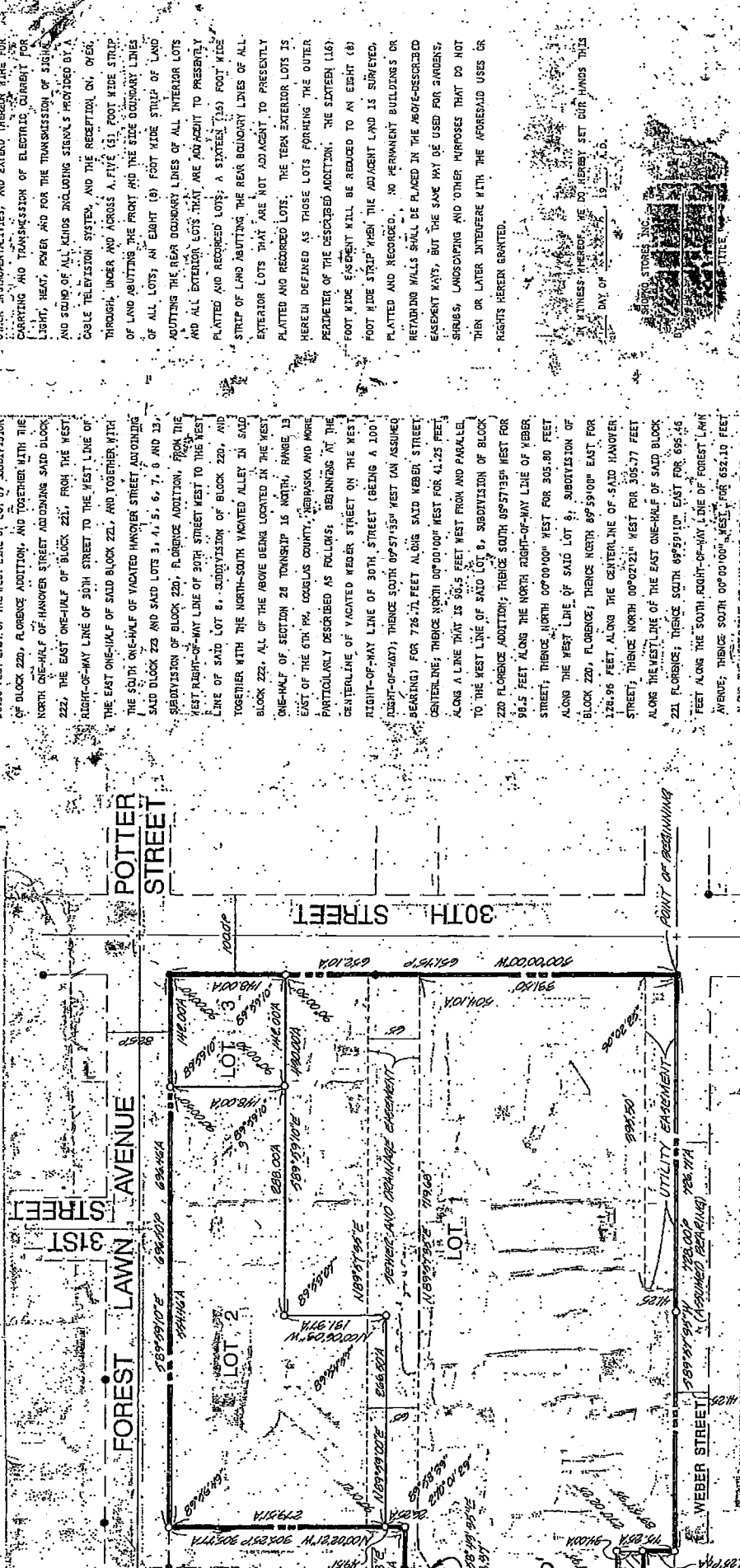


33RD STREET  
HANOVER STREET  
WEBSTER STREET  
FOREST LAWN AVENUE  
POTTER STREET  
30TH STREET  
STREET DEDICATION  
GARY D. TINKHAM  
REGISTERED SURVEYOR  
NO. 369  
DOUGLAS COUNTY SURVEYOR  
OFFICIAL SEAL  
NEBRASKA  
JAMES H. JONES  
CITY ENGINEER  
JAMES H. JONES  
CITY ENGINEER

THE SCHEPHER ASSOCIATES INC.  
OMAHA, NEBRASKA  
WEBER STREET AND  
30TH STREET AND  
SHOPKO 3.17 ACRES  
FINAL PLAT  
DOUGLAS COUNTY, NEBRASKA  
OFFICIAL SEAL  
DOUGLAS COUNTY, NEBRASKA  
OFFICIAL SEAL  
GARY D. TINKHAM  
REGISTERED SURVEYOR  
NO. 369  
DOUGLAS COUNTY SURVEYOR  
OFFICIAL SEAL  
NEBRASKA  
JAMES H. JONES  
CITY ENGINEER  
JAMES H. JONES  
CITY ENGINEER



BK 1800 N 911 405  
 PG 239 N 206 70816  
 OF Deed's COMP. OR  
 C/O DEL M/C  
 FEE 16  
 31ST STREET  
 FOREST LAWN AVENUE  
 POTTER STREET  
 30TH STREET  
 POINT OF BEGINNING



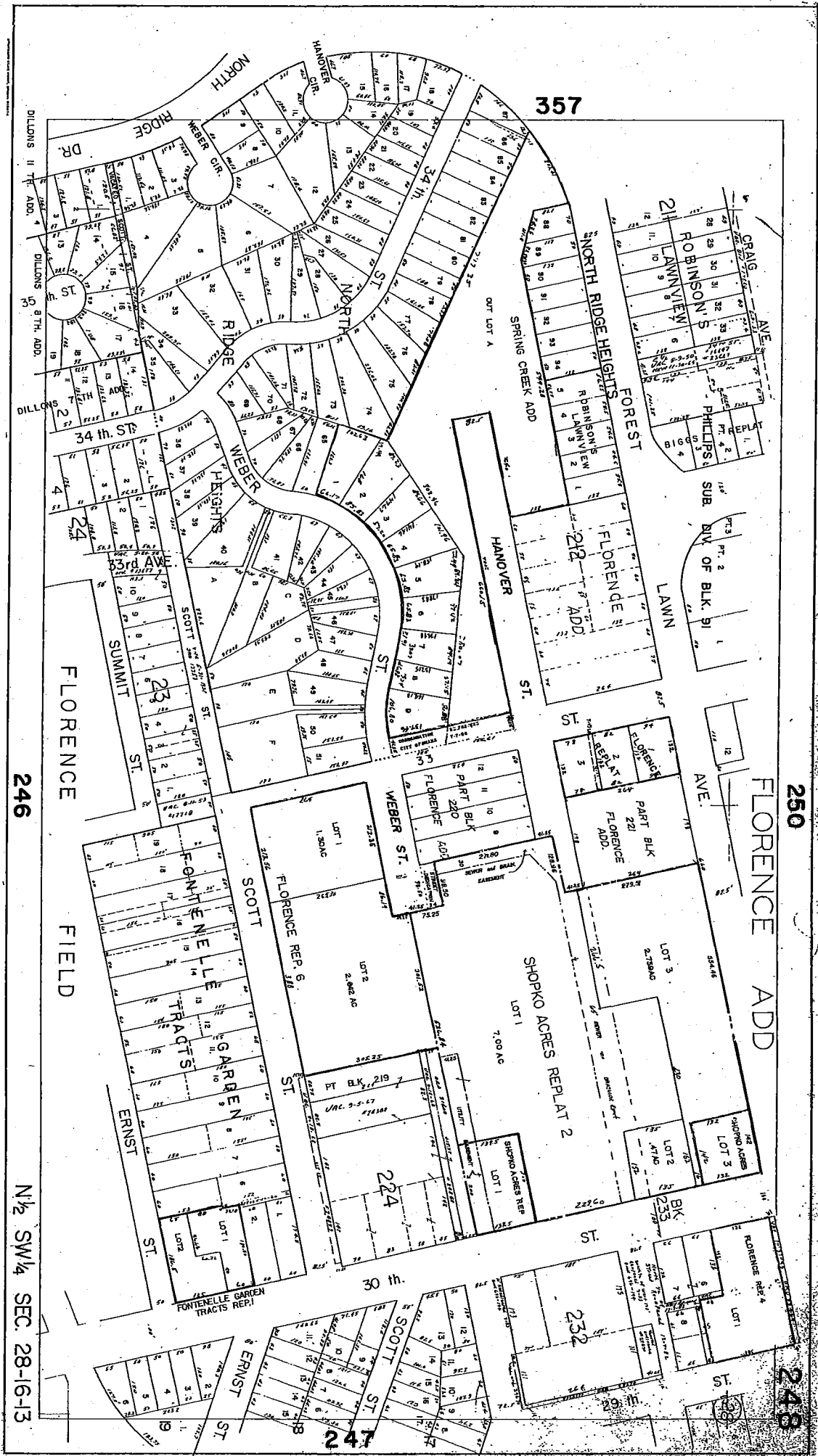
APPROVED BY CITY ENGINEER OF OMAHA  
 AS TO THE DESIGN STANDARDS THIS 21 DAY OF NOV 1966  
 I HEREBY APPROVE THIS PLAT OF SPLITTING LOTS  
 THIS DAY OF FEB 1967  
 Gary D. Tinkham  
 CITY ENGINEER  
 APPROVED BY CITY COUNCIL ACCEPTANCE  
 THIS PLAT OF SPLITTING LOTS WAS  
 APPROVED AND ACCEPTED BY THE CITY COUNCIL OF OMAHA  
 THIS DAY OF FEB 1967  
 Ben J. Jomach  
 CITY CLERK  
 Steve H. Jomach  
 CITY COUNCIL PRESIDENT

222, THE EAST ONE-HALF OF BLOCK 221, AND ALL OF BLOCK 220, A.L. IN FLORENCE ADDITION IN THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA, AND LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 13, SUBDIVISION OF BLOCK 220 FLORENCE, IN ADDITION IN THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA, TOGETHER WITH ALL OF THAT PART OF 31ST STREET ADJOINING BLOCKS 221, 222 AND 223, FLORENCE ADDITION AND LOTS 1 AND 13, SUBDIVISION OF BLOCK 220 FLORENCE ADDITION, CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA, LYING SOUTH OF SOUTH RIGHT-OF-WAY LINE OF FOREST LAWN AVENUE AND NORTH OF THE NORTH RIGHT-OF-WAY LINE OF WEBER STREET AND TOGETHER WITH THE NORTH ONE-HALF OF VACATED WEBER STREET FROM THE WEST RIGHT-OF-WAY LINE OF 30TH STREET TO A LINE THAT IS 80.50 FEET EAST OF THE WEST LINE OF LOT 6, SUBDIVISION OF BLOCK 220, FLORENCE ADDITION, AND TOGETHER WITH THE NORTH ONE-HALF OF HANOVER STREET ADJOINING SAID BLOCK 222, THE EAST ONE-HALF OF BLOCK 221, FROM THE WEST RIGHT-OF-WAY LINE OF 30TH STREET TO THE WEST LINE OF THE EAST ONE-HALF OF SAID BLOCK 221, AND TOGETHER WITH THE SOUTH ONE-HALF OF VACATED HANOVER STREET ADJOINING SAID BLOCK 223 AND SAID LOTS 1, 4, 5, 6, 7, 8 AND 13, SUBDIVISION OF BLOCK 220, FLORENCE ADDITION, FROM THE WEST RIGHT-OF-WAY LINE OF 30TH STREET WEST TO THE WEST LINE OF SAID LOT 6, SUBDIVISION OF BLOCK 220, AND TOGETHER WITH THE NORTH-SOUTH VACATED ALLEY IN SAID BLOCK 222, ALL OF THE ABOVE BEING LOCATED IN THE WEST ONE-HALF OF SECTION 28 TOWNSHIP 16 NORTH, RANGE 13 EAST OF THE 6TH PR. COUSAS COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTERLINE OF VACATED WEBER STREET ON THE WEST RIGHT-OF-WAY LINE OF 30TH STREET (BEING A 100' RIGHT-OF-WAY); THENCE SOUTH 09°57'35" WEST (AN ASSUMED BEARING) FOR 776.71 FEET ALONG SAID WEBER STREET CENTERLINE; THENCE NORTH 00°00'00" WEST FOR 41.25 FEET ALONG A LINE THAT IS 90.5 FEET WEST FROM AND PARALLEL TO THE WEST LINE OF SAID LOT 6, SUBDIVISION OF BLOCK 220 FLORENCE ADDITION; THENCE SOUTH 09°57'35" WEST FOR 99.5 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF WEBER STREET; THENCE NORTH 00°00'00" WEST FOR 305.80 FEET ALONG THE WEST LINE OF SAID LOT 6, SUBDIVISION OF BLOCK 220, FLORENCE; THENCE NORTH 89°59'10" EAST FOR 1246.96 FEET ALONG THE CENTERLINE OF SAID HANOVER STREET; THENCE NORTH 00°02'12" WEST FOR 305.77 FEET ALONG THE WEST LINE OF THE EAST ONE-HALF OF SAID BLOCK 221 FLORENCE; THENCE SOUTH 09°57'10" EAST FOR 655.46 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF FOREST LAWN AVENUE; THENCE SOUTH 00°00'00" WEST FOR 652.10 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF 30TH STREET TO THE POINT OF BEGINNING

SUBDIVIDED INTO LOTS, SAID SUBDIVISION TO BE KNOWN AS SPLITTING LOTS, THE LOTS TO BE NUMBERED AS SPLITTING LOTS 1, 2 AND 3, AND WE APPROVE THE DISPOSITION OF THE PROPERTY AS SHOWN ON THIS PLAT AND WE HEREBY EVIDENCE TO THE PUBLIC FOR THE PUBLIC USE, WEISSER, AND DRAINAGE EASEMENTS AS SHOWN. WE DO GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, ANY COMPANY WHICH HAS BEEN GRANTED A PERPETUAL EASEMENT TO PROVIDE A CABLE TELEVISION SYSTEM WITHIN THE BOUNDARIES OF THIS PLAT AND THE NORTHERN BELL TELEPHONE COMPANY AND THEIR SUCCESSORS AND ASSIGNS, TO ERECT AND OPERATE, MAINTAIN, REPAIR AND RENEW UNDERGROUND CABLE OR CONDUITS, POLES WITH THE NECESSARY SUPPORTS, SUSPENDING WIRES, CROSSARMS, GUYS AND ANCHORS, AND OTHER INSTRUMENTALITIES, AND EXTEND THEREON WIRE FOR CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUND OF ALL KINDS INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM, AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ADJUTING THE FRONT AND THE SIDE BOUNDARY LINES OF ALL LOTS, AN EIGHT (8) FOOT WIDE STRIP OF LAND ADJUTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS AND ALL EXTERIOR LOTS THAT ARE ADJACENT TO PRESENTLY PLATTED AND RECORDED LOTS; A SIXTEEN (16) FOOT WIDE STRIP OF LAND ADJUTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS THAT ARE NOT ADJACENT TO PRESENTLY PLATTED AND RECORDED LOTS. THE TEN EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE DESCRIBED ADDITION. THE SIXTEEN (16) FOOT WIDE EASEMENT WILL BE REDUCED TO AN EIGHT (8) FOOT WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE ABOVE-DESCRIBED EASEMENT MAYS, BUT THE SAME MAY BE USED FOR SANDS, STUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THIN OR LATER INTERFERE WITH THE FORESAID USES OR RIGHTS HEREIN GRANTED.

IN WITNESS WHEREOF, WE DO HEREBY SET OUR HANDS THIS 21 DAY OF FEB 1967  
 GARY D. TINKHAM  
 CITY ENGINEER  
 COUNTY TREASURER'S CERTIFICATE  
 NO. 366





357

246

250

248

247

N 1/2 SW 1/4 SEC. 28-16-13