

STATE OF Nebraska
COUNTY OF Douglas
Project #OPW 52470
File No. 21631-16

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

ADDRESS: **7406 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:
- PMB Properties, LLC, a Nebraska limited liability company, by virtue of that certain Special Warranty Deed dated August 19, 2016 and recorded August 29, 2016 at Instrument No. 2016-070104, of the Records of Douglas County, NE.**
- 2.) Unreleased mortgages and liens of record:
- Deed of Trust dated August 15, 2016, Recorded August 29, 2016 at Instrument Number. 2016-070105 of the Records of Douglas County, NE, executed by PMB Properties, LLC, a Nebraska limited liability company, in favor of Old Republic National Title Insurance Co., as Trustee and Intrust Bank, N.A., as Beneficiary, securing the principal amount of \$1,182,931.00.**
- Assignment of Rents dated August 15, 2016, recorded August 29, 2016 at Instrument No. 2016-070106, of the Records of Douglas County, NE, executed by PMB Properties, LLC, a Nebraska Limited Liability Company in favor of Intrust Bank, N.A..
- 3.) Financing Statements filed in the County Register of Deeds Office and indexed against the property:
- UCC Financing Statement, recorded September 20, 2016 at Instrument No. 2016-077569 in the Office of

the Register of Deeds of Douglas County, NE, from PMB Properties, LLC, as Debtor in favor of Intrust Bank, N.A., as Secured Party.

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.

Administrative Subdivision recorded August 7, 1997 in Book 1218 at Page 486 of the Records of Douglas County, Nebraska, which reveals sewer and drainage easement as shown or noted in Plat and Dedication recorded in 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.

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.

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.

Terms and provisions of the covenants, conditions and restrictions set forth in the Declaration of Restrictions recorded September 15, 2009 at Instrument No. 2009100706 of the Records of Douglas County, Nebraska, which contains certain terms, restrictions and provisions upon subject property.

Development Agreement recorded September 22, 2009 at Instrument No. 2009103080 of the Records of Douglas County, NE, affecting a portion of subject property as described therein.

Access Easement recorded October 15, 2010 at Instrument No. 2010095723 of the Records of Douglas County, NE, 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. 1415-5152-22 for 2016 due and payable in 2017, levied in the amount of \$13,173.08, 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 be "K. R. [unclear]", written over a horizontal line.

Registered Abstractor
Under Certificate of Authority No. 662



DEED 2016070104



AUG 29 2016 10:41 P 1

Nebr Doc Stamp Tax
08-29-2016 Date
\$2072.25
By MB

Fee amount: 10.00
FB: 44-35653
COMP: MB

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
08/29/2016 10:41:18.00



SPECIAL WARRANTY DEED

Simmonds Properties, Ltd., LLP, a Nebraska limited liability partnership, GRANTOR, in consideration of One Dollar and other good and valuable consideration received from **PMB Properties, LLC, a Nebraska limited liability company**, as Grantee, conveys to GRANTEE, the following-described real estate located in **Sarpy County, Nebraska**:

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

GRANTOR covenants with GRANTEE that GRANTOR:

- (1) is lawfully seised of such real estate that it is free from encumbrances subject to easements, reservations, covenants and restrictions of record.
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend the title to the real estate against the lawful claims of all persons claiming the same or any part thereof by, through, or under Grantor, and none other.

Executed: August 19, 2016.

Simmonds Properties, Ltd., LLP, a Nebraska limited liability partnership

BY: *Paula K. Glissman*
Paula K. Glissman, Managing Partner

State of Nebraska

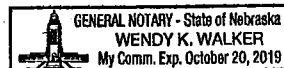
5

County of Douglas

The foregoing instrument was acknowledged before me this 19 day of August, 2016, by **Paula K. Glissman, Managing Partner of Simmonds Properties, Ltd., LLP, a Nebraska limited liability partnership**, on behalf of the limited liability partnership.

[Signature]
Notary Public

0270916



Please Return recorded document to:
Nebraska Title Company
14680 West Dodge Road, Suite 1
Omaha, NE 68154



BK 1800 PG 239



DEED 1987 03321

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

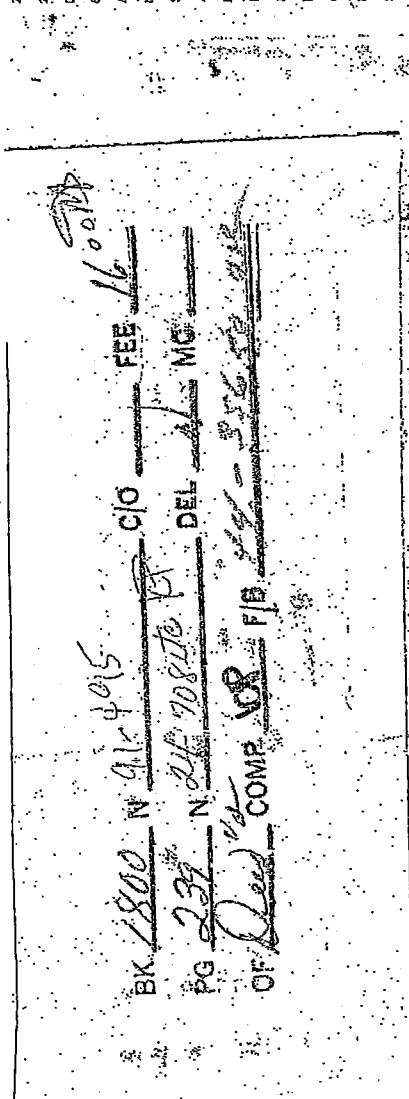
222, THE EAST ONE-HALF OF BLOCK 221, AND ALL OF BLOCK 222, ALL IN FLORENCE ADDITION IN THE CITY OF OMAHA, NEBRASKA COUNTY, NEBRASKA AND LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 13, SUBDIVISION OF BLOCK 220 FLORENCE, AN ADDITION IN THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA, TOGETHER WITH ALL OF THAT PART OF 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 LANE, VENUE 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 90.50 FEET EAST OF THE WEST LINE OF LOT 8, 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 VACATED HANOVER STREET ADJOINING SAID BLOCK 223 AND SAID LOTS 3, 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 8, 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. DOUGLAS 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 736.71 FEET ALONG SAID WEBER STREET CENTERLINE; THENCE NORTH 00°00'00" WEST FOR 41.25 FEET ALONG A LINE THAT IS 30.5 FEET WEST FROM AND PARALLEL TO THE WEST LINE OF SAID LOT 8, SUBDIVISION OF BLOCK 220 FLORENCE ADDITION; THENCE SOUTH 05°57'13" 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 8, SUBDIVISION OF BLOCK 220 FLORENCE; THENCE NORTH 09°59'08" EAST FOR 126.96 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 89°59'10" EAST FOR 89.16 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF FOREST LANE AVENUE; THENCE SOUTH 00°00'00" WEST FOR 652.10 FEET ALONG THE WESTRIGHT-OF-WAY LINE OF 30TH STREET TO THE POINT OF BEGINNING.

IN WITNESS WHEREOF, WE DO HEREBY SET OUR HANDS THIS 12 DAY OF NOV 1966.

GARY D. TINKHAM, R.L.S. 656
 COUNTY ENGINEER'S CERTIFICATE
 NO. 365

THIS PLAN OF 16 SHOPS ADJES APPROVED AND ACCEPTED BY THE CITY COUNCIL OF OMAHA THIS 14 DAY OF FEB 1967 A.D.

BK 1800 N 91-405
 PG 239 N 21-70876
 OF Deed COMP OR FID 11-31-66



REGISTERED
 COUNTY SURVEYOR
 GARY D. TINKHAM, R.L.S. 656

APPROVED AND ACCEPTED BY THE CITY COUNCIL OF OMAHA THIS 14 DAY OF FEB 1967 A.D.

Benny J. Jaramol
 City Clerk
 Steve H. Jaramol
 City Council President

APPROVED AND ACCEPTED BY THE CITY COUNCIL OF OMAHA THIS 14 DAY OF FEB 1967 A.D.

APPROVED AND ACCEPTED BY THE CITY COUNCIL OF OMAHA THIS 14 DAY OF FEB 1967 A.D.

APPROVED AND ACCEPTED BY THE CITY COUNCIL OF OMAHA THIS 14 DAY OF FEB 1967 A.D.

APPROVED AND ACCEPTED BY THE CITY COUNCIL OF OMAHA THIS 14 DAY OF FEB 1967 A.D.

APPROVED AND ACCEPTED BY THE CITY COUNCIL OF OMAHA THIS 14 DAY OF FEB 1967 A.D.

APPROVED AND ACCEPTED BY THE CITY COUNCIL OF OMAHA THIS 14 DAY OF FEB 1967 A.D.

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:

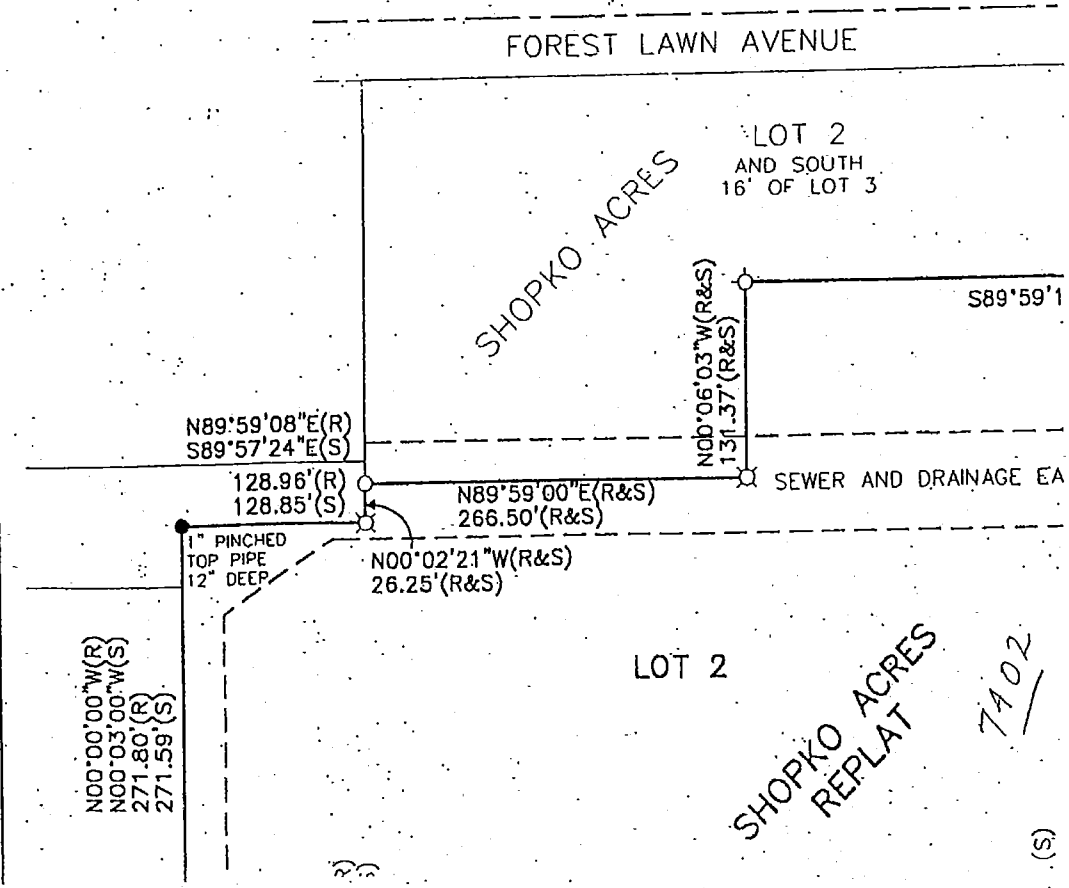
- - PIN FOUND - AS NOTED
- - SET PIN - 5/8" REBAR
W/ CAP MARKED RLS 459
- ✕ - FOUND "X"
- ⊗ - SET CHISELED "X" IN CONCRETE
- ⊙ - SET CONCRETE NAIL IN ASPHALT
- (S) - SURVEYED AS
- (R) - RECORDED AS

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.

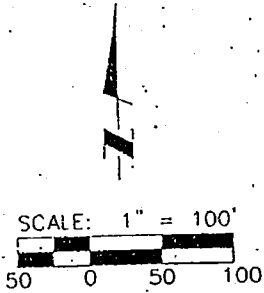
NOTE: THIS REPLAT IS SUBJECT TO TERMS AND PROVISIONS OF THE C
AGREEMENT FILED AUGUST 5, 1986 IN MISC. BOOK 784, PAGE 237, BY
SHOPKO STORES, INC. AND L.C. DEVELOPMENT CO. PROVIDING RECIPROC
PEDESTRIAN AND VEHICULAR INGRESS, EGRESS, PARKING, PASSAGE, AND
UTILITIES.



1A, NEBRASKA
E SUBDIVISION
RES REPLAT
ID LOT 2

ION
SKA.

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

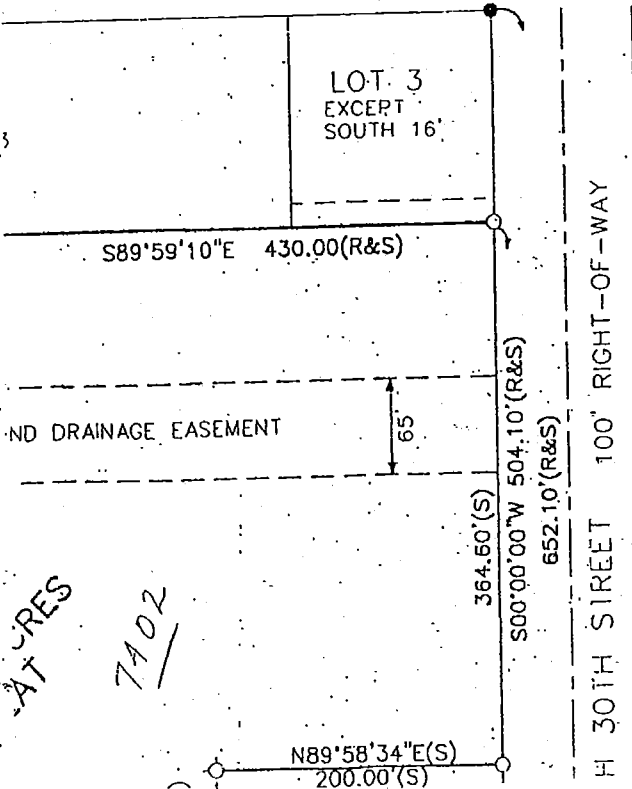


AS SHOWN ON THE FINAL PLAT
K 1800; PAGE 239.

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

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

3/4" PUNCHED
TOP PIPE
TOP BENT-
STRAIGHTENED
& RESE



AT
RES
7402

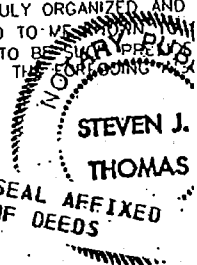
9650
FEE 31.80 R FB44-35650 (id)
DEL PA C/O COMP 7/15
LEGAL PG SCAND FV

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

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 SAID PERSONS
THEY EXECUTED THE FOREGOING
IN ITS AUTHORITY.



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

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

7-2-1997
DATE:

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

7/9/97
DATE:

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

FOUND CUT "X" ON
MANHOLE COVER

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 ST
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
DALE P. KRAMER AND SECRETARY OF SAID CORPORATION, AND ACKNOWLEDGED THAT
THE FOREGOING INSTRUMENT 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
JULIE M HANEY

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

[Signature]
PLANNING DIRECTOR

HAVE SURVEYED THE PROPERTY DESCRIBED HEREON
CORNER MARKERS HAVE BEEN FOUND OR SET AT ALL CORNERS OF
AND THAT THIS PLAT WAS MADE BY ME OR UNDER MY
SUPERVISION AND THAT I AM A DULY REGISTERED LAND

IMPRINTED SEAL
REGISTER OF DEEDS

IMPRINTED SEAL
REGISTER OF DEEDS

NEBRASKA

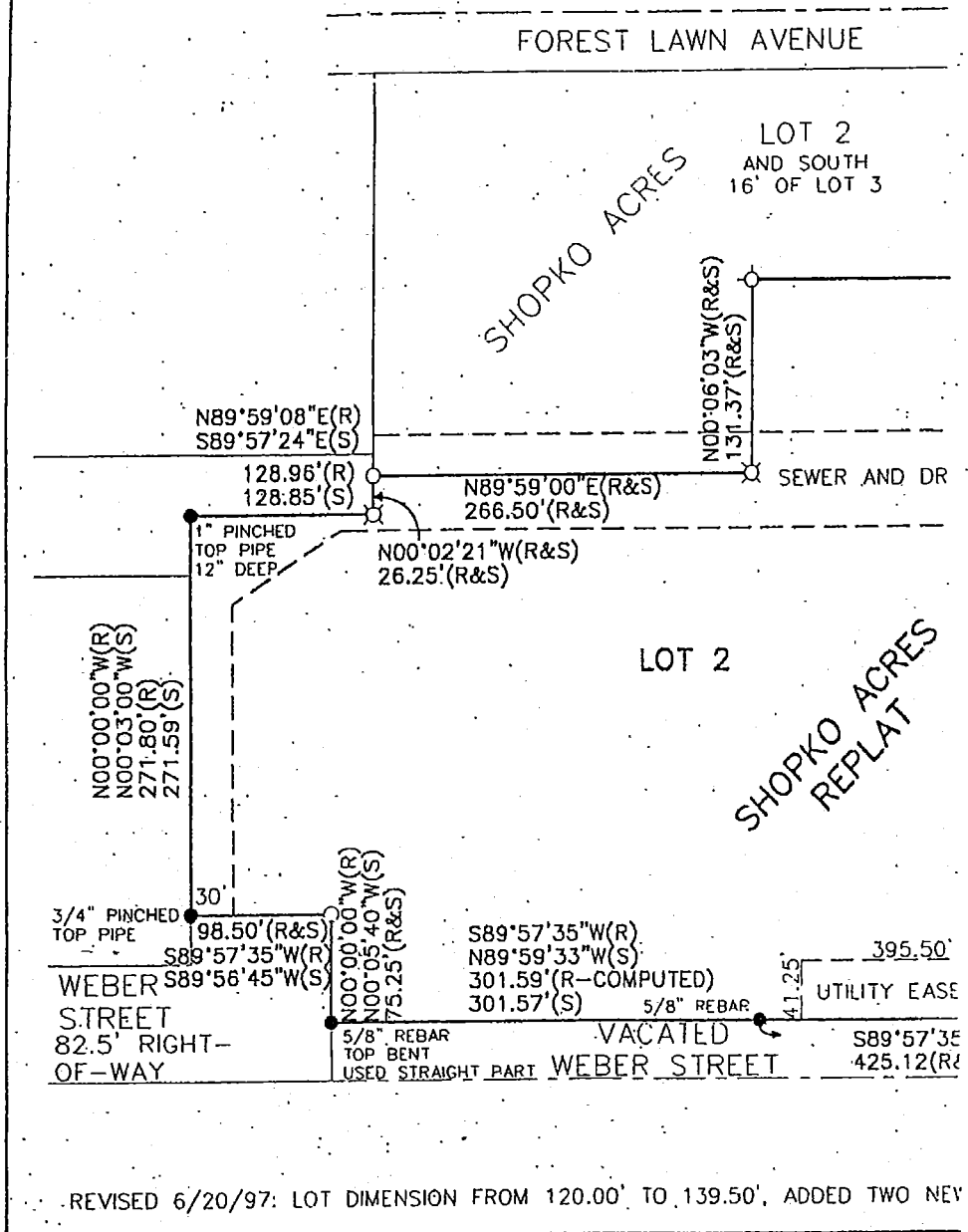
LEGEND:

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

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

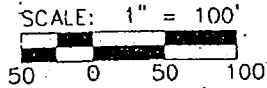
NOTE: THIS REPLAT IS SUBJECT TO UTILITY EASEMENTS ALG LOT 1, SHOPKO ACRES AS SET FORTH IN THE DEDICATION O AS FILED MARCH 27, 1987 IN BOOK 1800, PAGE 239.

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



Lot 2 7402 N 3.

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



MENTS 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
DEL: PA C/O COMP 7/15
LEGAL PG: SCAND C FV
Acct# 44-35650
FB44-35650

ACKNOWLEDGEMENT OF NOTAR
STATE OF WISCONSIN)
)ss
COUNTY OF BROWN)
PERSONALLY CAME BEFORE
AND RICHARD D. SCHEPP, PRES
CORPORATION DULY ORGANIZED
MINNESOTA, AND TO ME, NOTARY
TO ME KNOWN TO BE SUCH AS
THEY EXECUTED THE FOREGOING
IN HIS AUTHORITY.

NOTARIAL SEAL AFFIX
REGISTER OF DEEDS

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

7-2-1997
DATE:

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

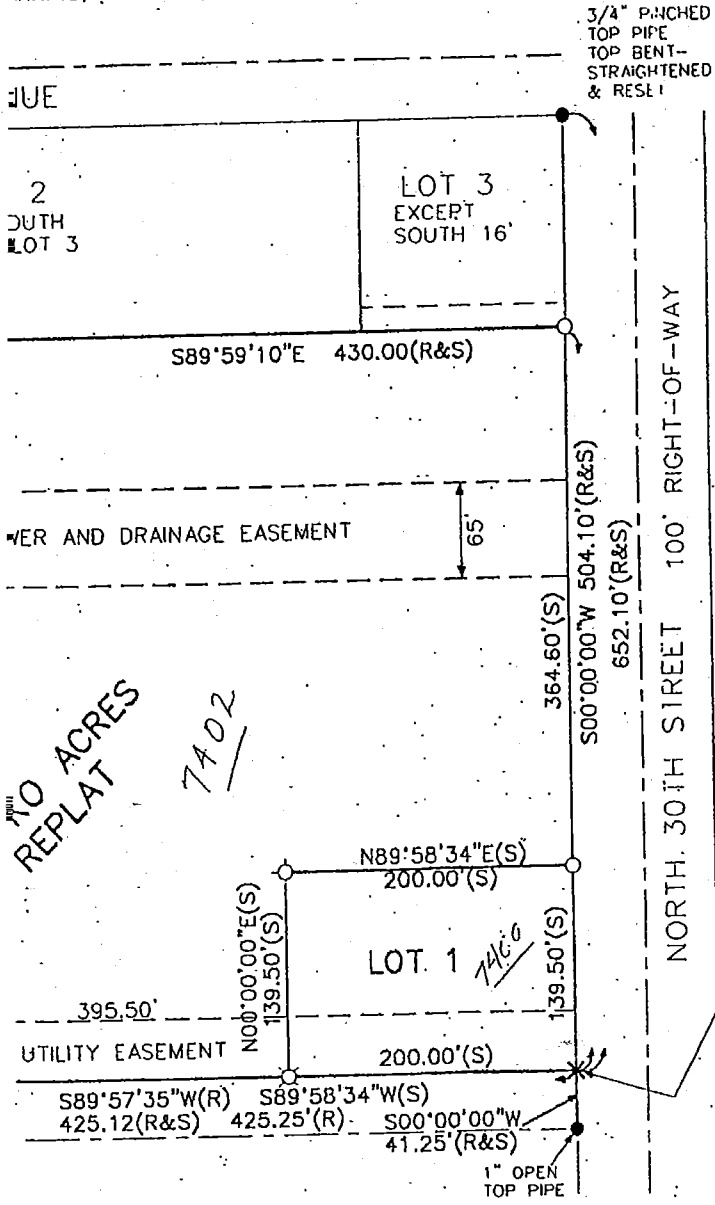
7/9/97
DATE:

SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY THAT I HAVE
AND THAT PERMANENT MARK
THE LOTS BEING PLATTED AND
DIRECT PERSONAL SUPERVISOR
SURVEYOR UNDER THE LAWS

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



NO ACRES
REPLAT
7402

FOUND CUT "X" ON
MANHOLE COVER 0.05'
EAST OF CORNER
AFTER ROTATING
COVER TO FIT.
RENOTCHED RIM
AND COVER FOR
FIT LINES.

WEBER
STREET
82.5' RIGHT-
OF-WAY

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

N. 30TH ST.

CERTIFICATION:

PERSONS BY THESE PRESENTS:

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

SHOPKO STORES, INC.,

44-35652
-35650 (id)
11/2

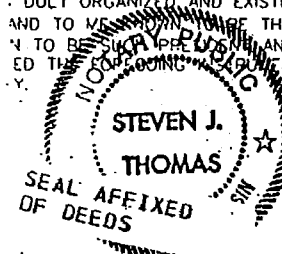
BY: Dale P. Kramer DT
DALE P. KRAMER, PRESIDENT

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 CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN AND TO ME AND IN THE PRESENCE OF THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND DALE P. KRAMER, PRESIDENT AND SECRETARY OF SAID CORPORATION AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE ACT OF SAID CORPORATION, BY ME.



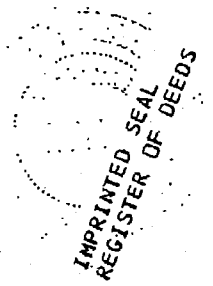
[Signature]
STEVEN J. THOMAS
NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION IS PERMANENT.

TAXASURER'S CERTIFICATION:

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 RECORDS OF THIS OFFICE.

1997

[Signature]
COUNTY TREASURER
Julie M. Haney

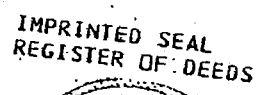


DIRECTOR'S APPROVAL:

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.

1

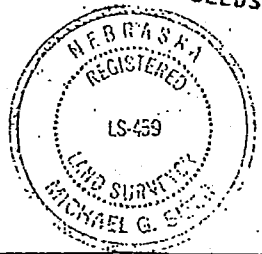
[Signature]
PLANNING DIRECTOR



CERTIFICATE:

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



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

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

LOT 1, SHOPKO ACRES, OMAHA, DOUGLAS COUNTY, NE.

6/20/97 REVISED



BK 2217 PG 486-492



DEED 2002 10955

RICHARD A. TAKECHI
REGISTER OF DEEDS
DODGE COUNTY, NE

02 AUG .5 AM 9:48

RECEIVED

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

A
Deed
7
6

New - 44 - 35653
44-35652 (REPLAT)

FEE 38 FB 44-35650 (SIMPLE ACRES)

BKP _____ C/O _____ COMP CRD

DEL MD SCAN CR FV _____

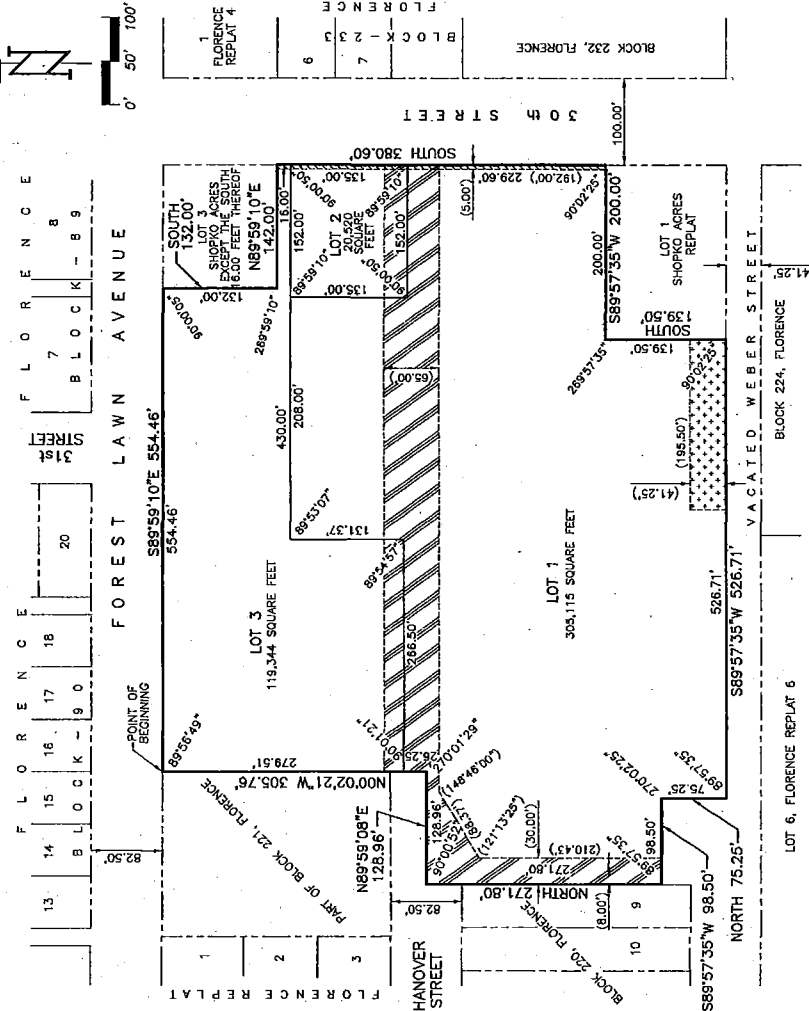
bkpg-11

hd

SHOPKO ACRES REPLAT 2

LOTS 1, 2 and 3

BEING A REPLATING 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.



- NOTES:**
- THERE WILL BE NO DIRECT VEHICULAR ACCESS TO 30TH STREET OVER THE EAST LINE OF LOT 1.
 - 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 CENTERLINE OF WHICH IS LOCATED 28 FEET SOUTH OF THE NE CORNER OF LOT 1.
- SEWER AND DRAINAGE EASEMENT SHOWN ON THE ADMINISTRATIVE SUBDIVISION OF SHOPKO ACRES REPLAT RECORDED IN MISC. BOOK 1218 AT PAGE 486 OF THE DOUGLAS COUNTY RECORDS.
- UTILITY EASEMENT SHOWN ON THE ADMINISTRATIVE SUBDIVISION OF SHOPKO ACRES REPLAT RECORDED IN MISC. BOOK 1218 AT PAGE 486 OF THE DOUGLAS COUNTY RECORDS.

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR IRREGULAR DELINQUENT, AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMPACED WITHIN THIS PLAT, AS SHOWN DISCLOSED IN THIS OFFICE, THIS 17th DAY OF May 2002.

Cathy J. Parker
COUNTY TREASURER

APPROVAL OF CITY ENGINEER

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

Henry Kivney
CITY ENGINEER

DATE: 7-25-2

APPROVAL OF PLANNING DIRECTOR

APPROVED AS A SUBDIVISION OF SHOPKO ACRES REPLAT 2 IN COMPLIANCE WITH SECTION 53-10103, OMAHA MUNICIPAL CODE, WITH PLAT REQUIREMENTS WAIVED PER SECTION 7-308, HOME RULE CHARTER OF THE CITY OF OMAHA.

John A. ...
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) BEGINNING AT THE NW CORNER OF LOT 2, SHOPKO ACRES; THENCE S89°59'10"E 132.00 FEET TO THE EAST LINE OF SAID LOT 2 TO THE NORTH LINE OF THE SOUTH 16.00 FEET OF LOT 3, SHOPKO ACRES; THENCE N89°59'10"E 142.00 FEET ON THE NORTH LINE OF THE SOUTH 16.00 FEET OF SAID LOT 3 TO THE EAST LINE THEREOF; THENCE SOUTH 350.60 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 S89°57'35"W 200.00 FEET ON THE SOUTH LINE OF SAID LOT 2; THENCE SOUTH 139.50 FEET ON THE SOUTH LINE OF SAID LOT 2; THENCE S89°57'35"W 162.00 FEET ON THE SOUTH LINE OF SAID LOT 2 TO THE SW CORNER THEREOF; THENCE S89°57'35"W 98.50 FEET ON THE WEST LINE OF SAID LOT 2; THENCE NORTH 271.80 FEET ON THE WEST LINE OF SAID LOT 2 TO THE NW CORNER THEREOF; THENCE N89°59'08"E 128.96 FEET ON THE NORTH LINE OF SAID LOT 2; THENCE N00°02'21"W 305.76 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 PLACE LLC, A NEBRASKA LIMITED LIABILITY COMPANY, BEING THE OWNERS, AND SUN LIFE ASSURANCE COMPANY OF CANADA (U.S.), A DELAWARE CORPORATION AND WASHINGTON COUNTY BANK AND SUN LIFE ASSURANCE COMPANY OF CANADA (U.S.), A DELAWARE CORPORATION AND WASHINGTON COUNTY BANK, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS SHOPKO ACRES REPLAT 2, AND WE DO HEREBY RATHER AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO OUR PROXIMOUS CITIES OF OMAHA, NEBRASKA, AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE ASSIGNMENT TO OPERATE TELEVISION STATION, AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE ASSIGNMENT TO ERECT OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CROSSARMS, DOWN GUYS AND ANCHORS, CABLE, CONDUITS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON WIRES OR CABLES FOR CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE PROVISION OF SATELLITE TELEVISION SYSTEM, AND THE RECEPTION OF SIGNALS THROUGH INDUSTRY SIGNALS PROVIDED FOR SATELLITE TELEVISION SYSTEM, AND THE RECEPTION OF SIGNALS THROUGH INDUSTRY SIGNALS 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, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

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

WEBER PLACE LLC,
NEBRASKA LIMITED LIABILITY COMPANY
BY: *David ...*
DAVID E. WARGO, ASSISTANT VICE PRESIDENT

SUN LIFE ASSURANCE COMPANY OF CANADA (U.S.), A DELAWARE CORPORATION
BY: *Janice Miller*
NOTARY PUBLIC

WASHINGTON COUNTY BANK, MEMBER OF THE FDIC
A NEBRASKA BANKING CORPORATION
BY: *Janice Miller*
NOTARY PUBLIC

SALVADORE CARTA, MEMBER
BY: *Janice Miller*
NOTARY PUBLIC

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF DOUGLASS)
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 27th DAY OF May, 2002 BY THE FOREGOING REPRESENTATIVE OF NO FRILLS NORTH 30th REALTY, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY ON BEHALF OF SAID COMPANY.

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF DOUGLASS)
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 27th DAY OF May, 2002 BY THE FOREGOING REPRESENTATIVE OF WEBER PLACE, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY.

ACKNOWLEDGEMENT OF NOTARY

STATE OF MASSACHUSETTS)
COUNTY OF NORFOLK)
PROPERTY INVESTMENT ANALYST
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 27th DAY OF May, 2002 BY: *Richard ...*
SUN LIFE ASSURANCE COMPANY OF CANADA (U.S.), A DELAWARE CORPORATION, ON BEHALF OF SAID CORPORATION.

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF WASHINGTON)
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 27th DAY OF May, 2002 BY THE FOREGOING REPRESENTATIVE OF WASHINGTON COUNTY BANK, A NEBRASKA BANKING CORPORATION, ON BEHALF OF SAID BANK.

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

SHOPKO ACRES REPLAT 2
MINOR PLAT
ADMINISTRATIVE APPROVAL

THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10836 OLD MILL ROAD
OMAHA, NE 68114
(402) 330-8860

7
2

738-133-2
A7381332A-DWG



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:

Wanda Young
CITY CLERK OF THE CITY OF OMAHA

APPROVED AS TO FORM: DEPT. 15 CITY CLERK
BY

John Jung
CITY ATTORNEY

2336 N. W. T

RECEIVED
FEB 9 3 40 PM '86
GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

BK 913 N _____ C/O _____ FEE 87.00
PG 109-125 N _____ DEL MC 102
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
Ord. # 140 of 11/28/84
(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.

X

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 Gulligan 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

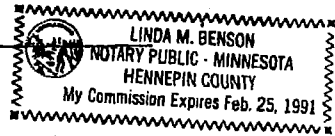


STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

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 Bunge, 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 14 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.

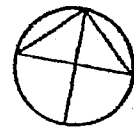
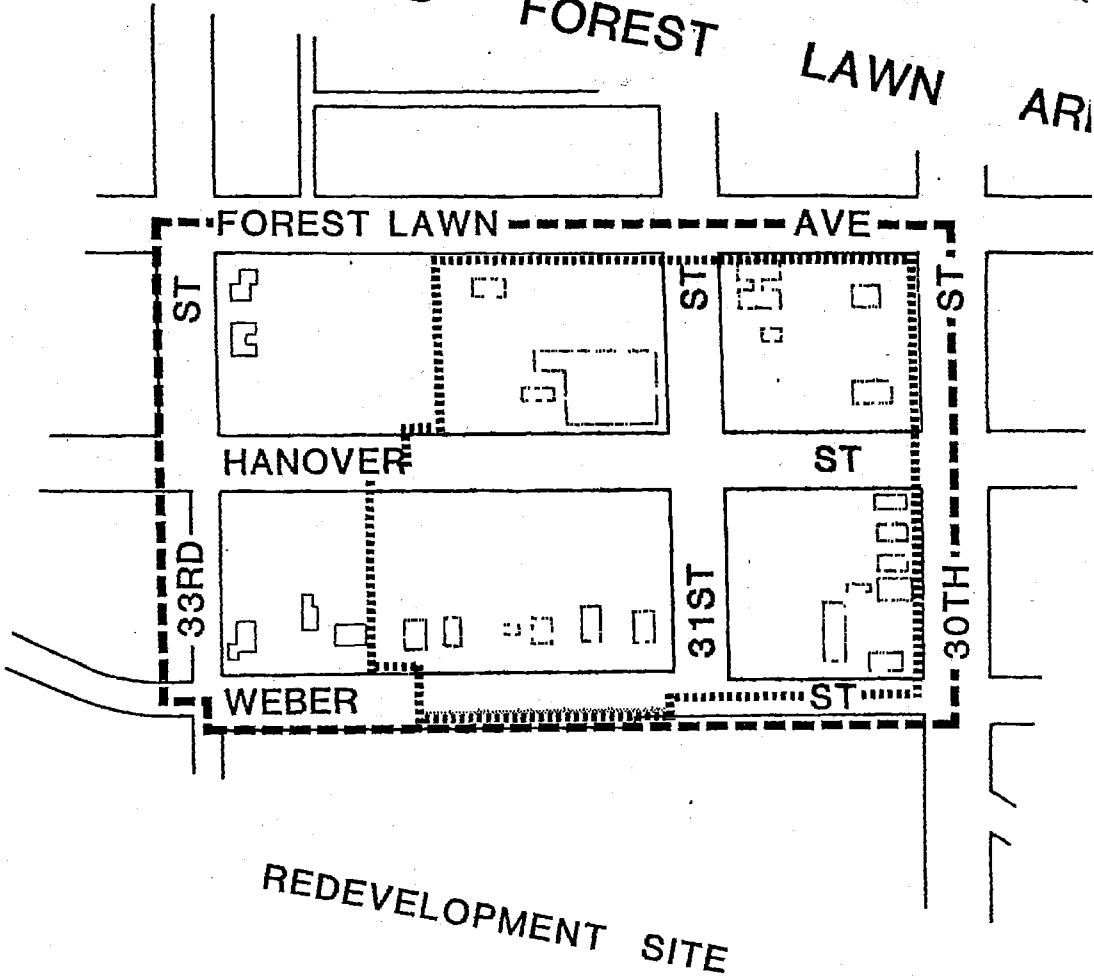
5048z

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

91-445 44-35650 OS



30TH AND FOREST LAWN AREA



1" : 200'



EXHIBIT "B"

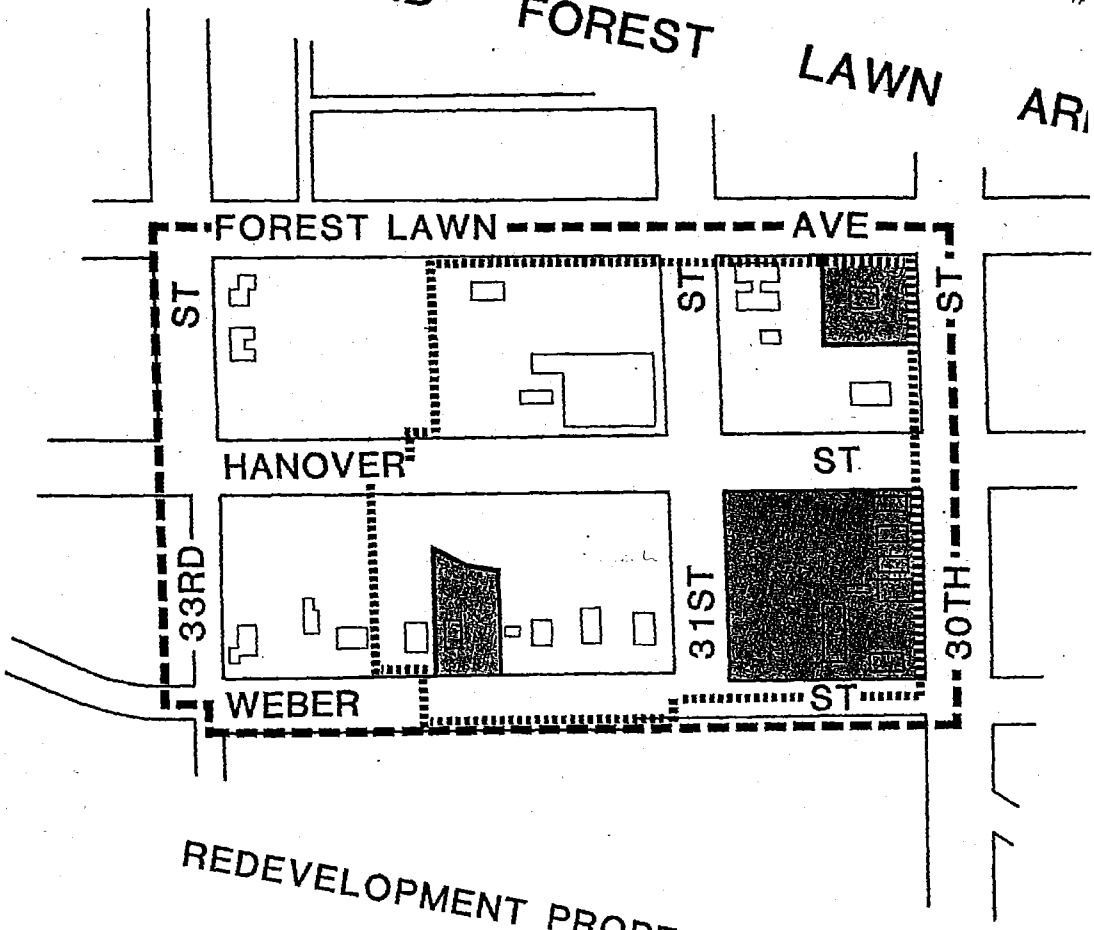
30th and Forest Lawn Area
Redevelopment Properties

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

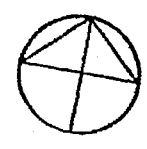
- . 3130 Weber: The irregular South 159.5 feet of Lot 5, and the irregular South 173.5 feet of Lot 6, Block 220, Florence Addition
- . 7406-08-12-16-20 North 30th Street and 3021 Hanover Street: All of Block 223, Florence Addition and 16.25 feet of vacated Weber Street adjacent. 244 44-12280 DS
- . 7516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

5049z

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

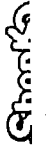
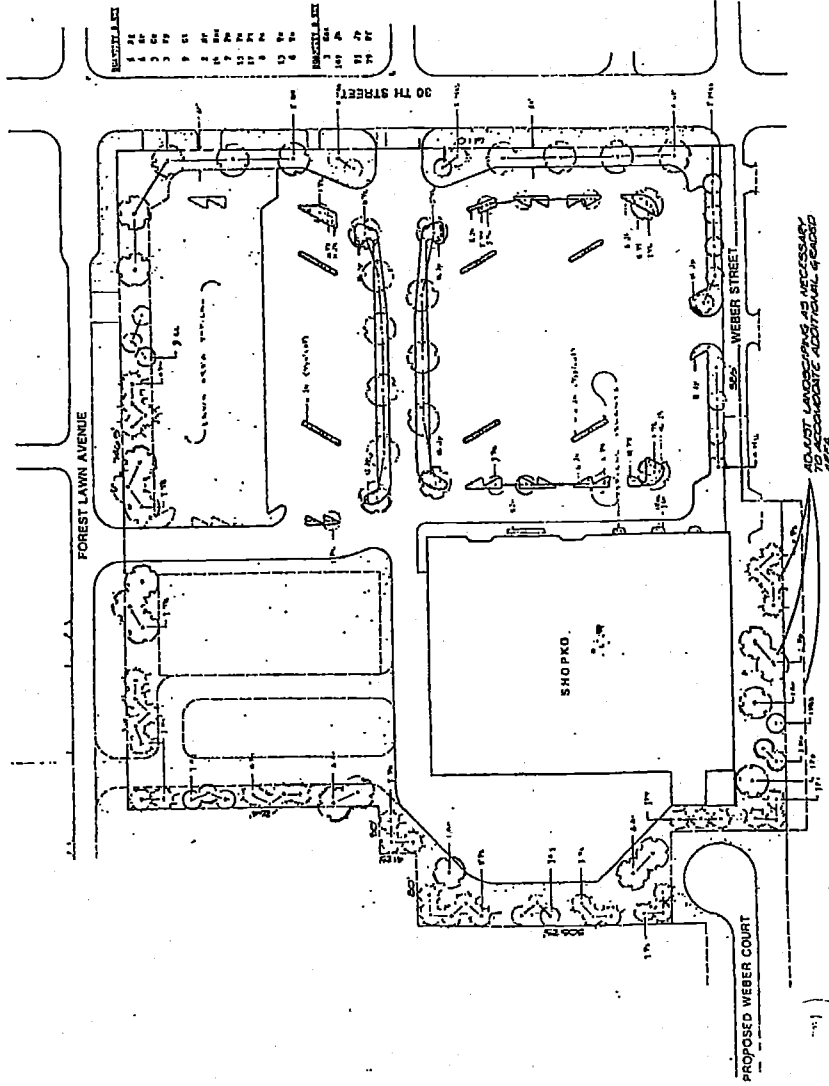


EXHIBIT "D"



PLANT LIST

PLANT NAME	QUANTITY	PLANT CODE
Acacia saligna	2	12
Acacia saligna	2	13
Acacia saligna	2	14
Acacia saligna	2	15
Acacia saligna	2	16
Acacia saligna	2	17
Acacia saligna	2	18
Acacia saligna	2	19
Acacia saligna	2	20
Acacia saligna	2	21
Acacia saligna	2	22
Acacia saligna	2	23
Acacia saligna	2	24
Acacia saligna	2	25
Acacia saligna	2	26
Acacia saligna	2	27
Acacia saligna	2	28
Acacia saligna	2	29
Acacia saligna	2	30
Acacia saligna	2	31
Acacia saligna	2	32
Acacia saligna	2	33
Acacia saligna	2	34
Acacia saligna	2	35
Acacia saligna	2	36
Acacia saligna	2	37
Acacia saligna	2	38
Acacia saligna	2	39
Acacia saligna	2	40
Acacia saligna	2	41
Acacia saligna	2	42
Acacia saligna	2	43
Acacia saligna	2	44
Acacia saligna	2	45
Acacia saligna	2	46
Acacia saligna	2	47
Acacia saligna	2	48
Acacia saligna	2	49
Acacia saligna	2	50
Acacia saligna	2	51
Acacia saligna	2	52
Acacia saligna	2	53
Acacia saligna	2	54
Acacia saligna	2	55
Acacia saligna	2	56
Acacia saligna	2	57
Acacia saligna	2	58
Acacia saligna	2	59
Acacia saligna	2	60
Acacia saligna	2	61
Acacia saligna	2	62
Acacia saligna	2	63
Acacia saligna	2	64
Acacia saligna	2	65
Acacia saligna	2	66
Acacia saligna	2	67
Acacia saligna	2	68
Acacia saligna	2	69
Acacia saligna	2	70
Acacia saligna	2	71
Acacia saligna	2	72
Acacia saligna	2	73
Acacia saligna	2	74
Acacia saligna	2	75
Acacia saligna	2	76
Acacia saligna	2	77
Acacia saligna	2	78
Acacia saligna	2	79
Acacia saligna	2	80
Acacia saligna	2	81
Acacia saligna	2	82
Acacia saligna	2	83
Acacia saligna	2	84
Acacia saligna	2	85
Acacia saligna	2	86
Acacia saligna	2	87
Acacia saligna	2	88
Acacia saligna	2	89
Acacia saligna	2	90
Acacia saligna	2	91
Acacia saligna	2	92
Acacia saligna	2	93
Acacia saligna	2	94
Acacia saligna	2	95
Acacia saligna	2	96
Acacia saligna	2	97
Acacia saligna	2	98
Acacia saligna	2	99
Acacia saligna	2	100



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

THE SCHEMATA ASSOCIATES INC.
 1111 15TH AVENUE, SUITE 100
 DENVER, CO 80202
 TEL: 303.733.8888
 WWW.SCHEMATA.COM

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

DATE: 11/29/11
 SHEET: 122

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

3047-3106-3159-3346
ORDINANCE NO. 30888
3341-339-740-741
AN ORDINANCE approving a Redevelopment and Loan Agreement with Shopko-Spoer Inc., a Minnesota Corporation, and providing for an immediate effective date, for the 30th and Forest Lawn Redevelopment Area.

PRESENTED TO COUNCIL

1st Reading NOV 12 1985 Motion to Pass

2nd Reading on 11/19/85 a public hearing at 3:00 Reading on 12/3/85 Amended 6-0

Hearing NOV 19 1985 Motion to be passed 3rd Reading & vote to 12/3/85 Passed 7-0

Final Reading DEC 3 1985 Motion to lay over 2 weeks to 12/17/85 carried 6-0
DEC 17 1985 #3346 Motion lay over 2 weeks to 12/31/85 carried 7-0
Mary Callaghan Bennett

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 & Rule #140 Amendment - approved
6-0 #141 Passed as Amended 6-0

CROSS-EASEMENT AGREEMENT

(30th & Weber, Omaha, Nebraska)

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

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

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

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

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

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

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/^{in accordance}with the Site Plans attached hereto as Exhibits "3" or "3a".

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

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

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

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

ARTICLE VII

Sign Criteria

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

ARTICLE VIIIMutual Indemnification

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

ARTICLE IXInsurance and Subrogation

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

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

ARTICLE X

Condemnation

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

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

ARTICLE XI

Duration and Termination

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

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

ARTICLE XIINot a Public Dedication

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

ARTICLE XIIIRecording

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

ARTICLE XVBenefit

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

ARTICLE XVWaiver

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

ARTICLE XVI

Separability

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

ARTICLE XVII

Applicable Law

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

ARTICLE XVIII

Counterparts

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

ARTICLE XIX

Notice

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

A. If to SHOPKO:

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

Copy by ordinary mail to:

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

Minneapolis MN 55440
Attn.: Legal Department

and

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

B. If to DEVELOPER:

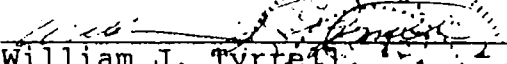
L C Development Co.
One Old Mill
101 South 108th Avenue
Omaha, NE 68154
Attn: Jay Lerner


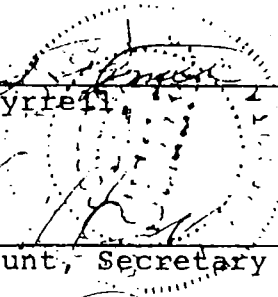
Copy by ordinary mail to:

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

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

SHOPKO STORES, INC., a
Minnesota corporation

By: 
William J. Tyrrell,
President

By:  
William C. Hunt, Secretary

L C DEVELOPMENT CO.

By: 
Jay B. Lerner, President

01/31/86:2

STATE OF NEBRASKA)
COUNTY OF Douglas) ss.

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'

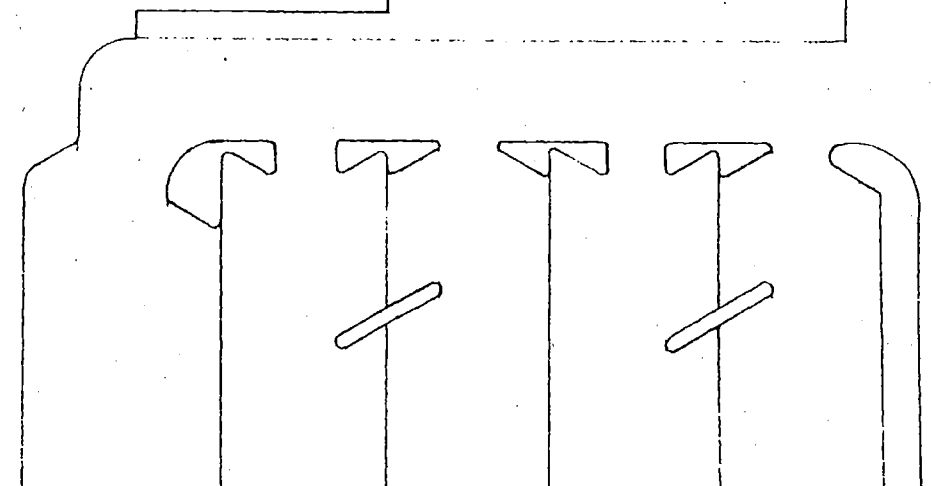
EMPLOYEE
PARKING
40 CARS.

SHOULDER (AS, QAD 3.1)

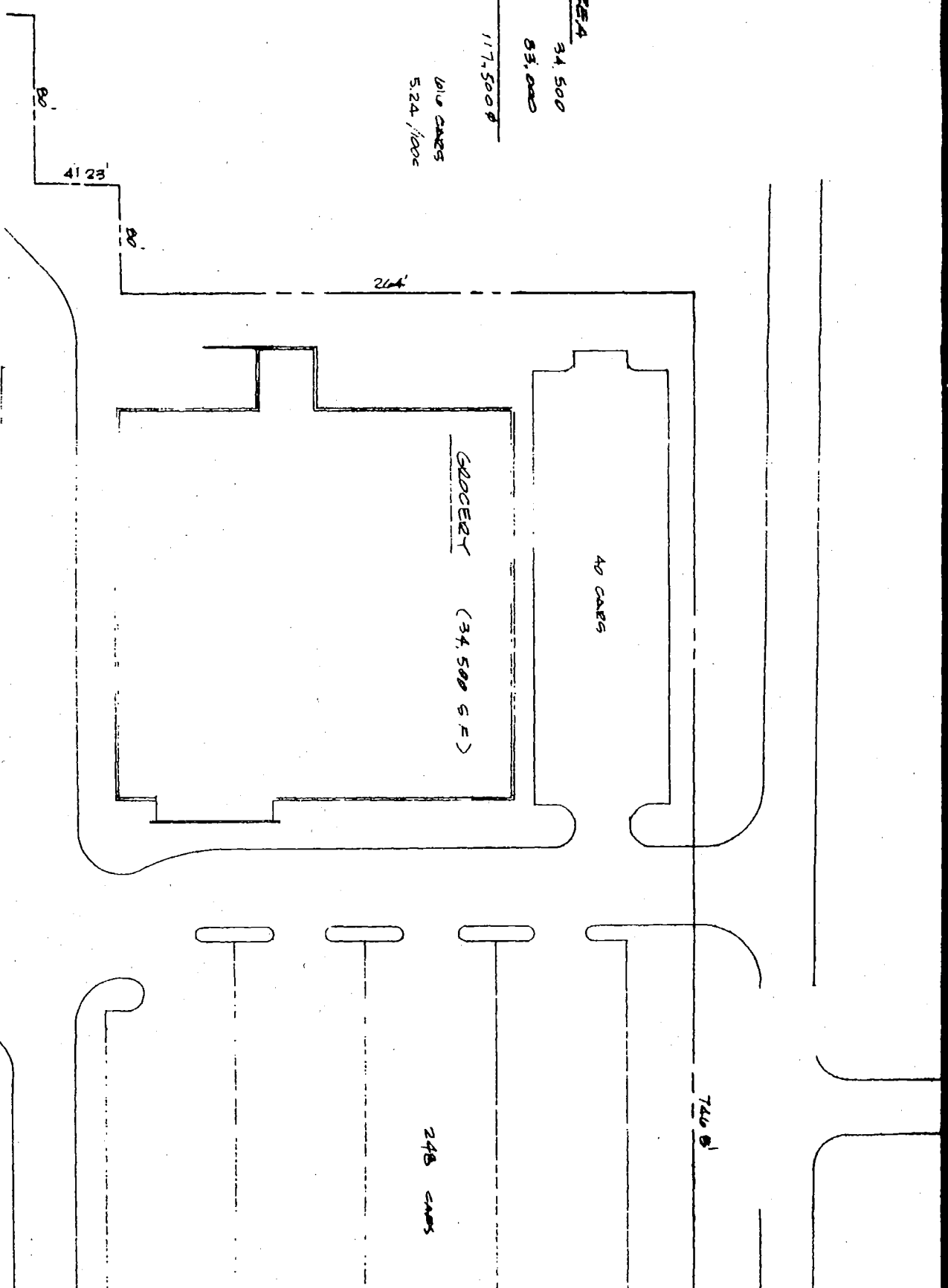
84.5'

61.25'

SITE PLAN
SCALE: 1" = 10'



BUILDING AREA	34,500
GROCERY	83,000
SHED	
TOTAL	117,500 sq
AVAILING	610 CARS
RATIO	5.24 / 1000



20 3/4'

61.25'

BOOK 784 PAGE 267

SITE PLAN
SCALE: 1" = 20'

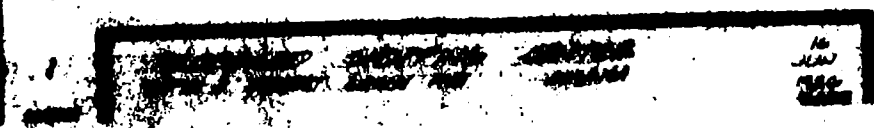
20'

285 CARS

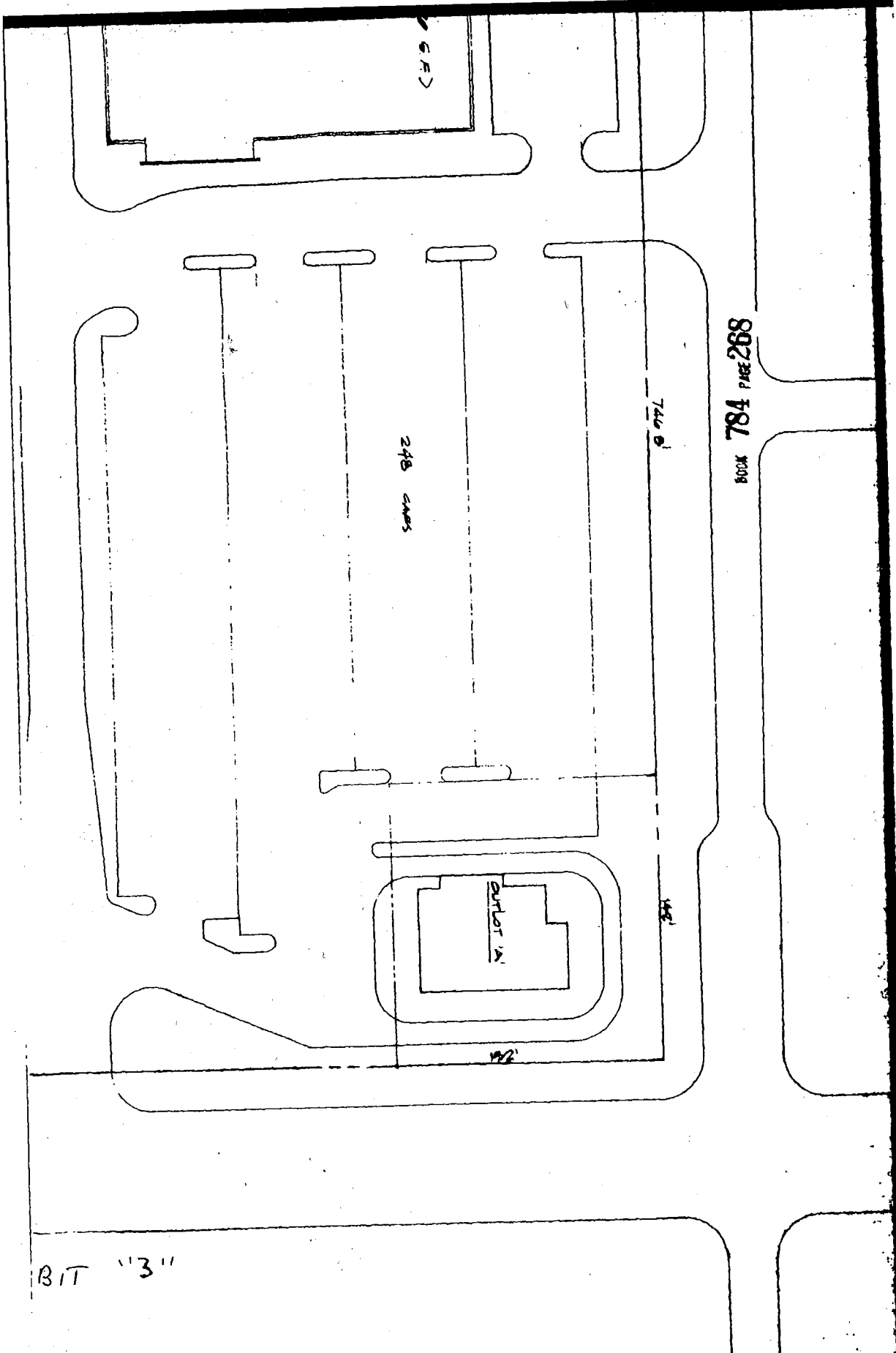
662 25'

90th STREET

EXHIBIT



Howe
ASSOCIATES, INC.
124 NORTH 480 TH AVE.



BOOK 784 PAGE 268

BIT "3"

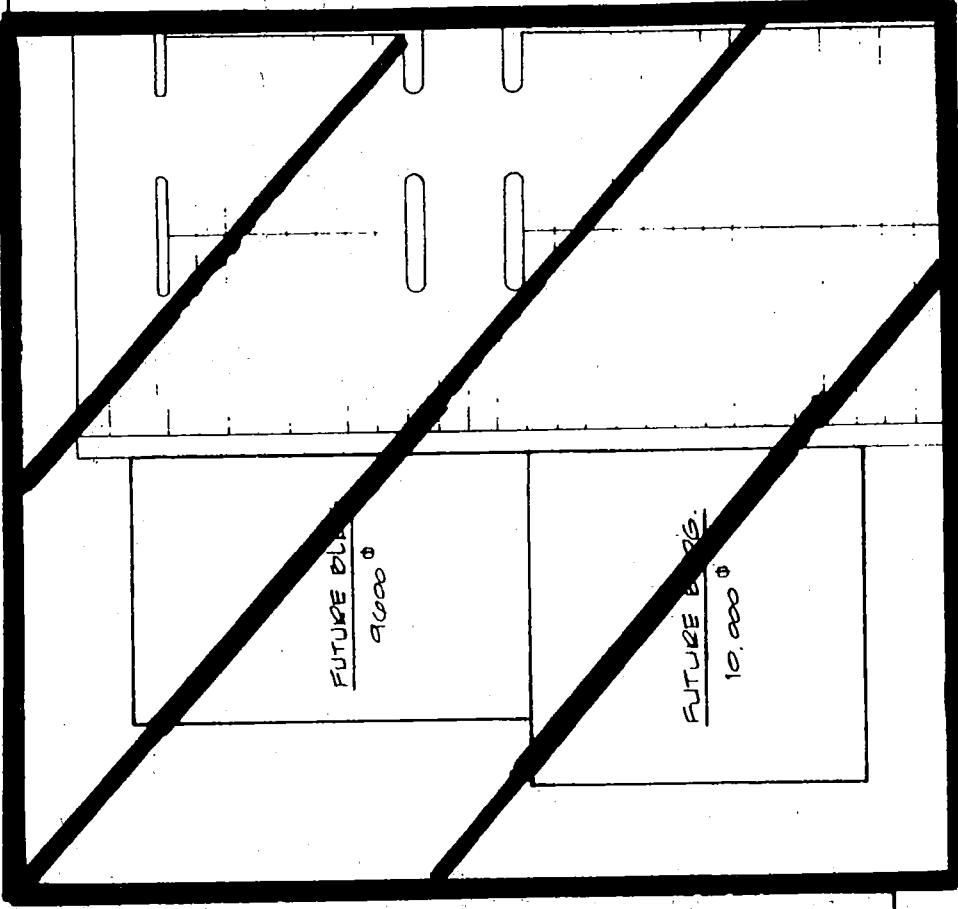
velan
 NO. ARCHITECTS
 25 MANA, NORWEGIA



THE LERNER COMPANY
 ONE OLD HILL
 PHOENIX, ARIZONA

BOOK 784 PAGE 269

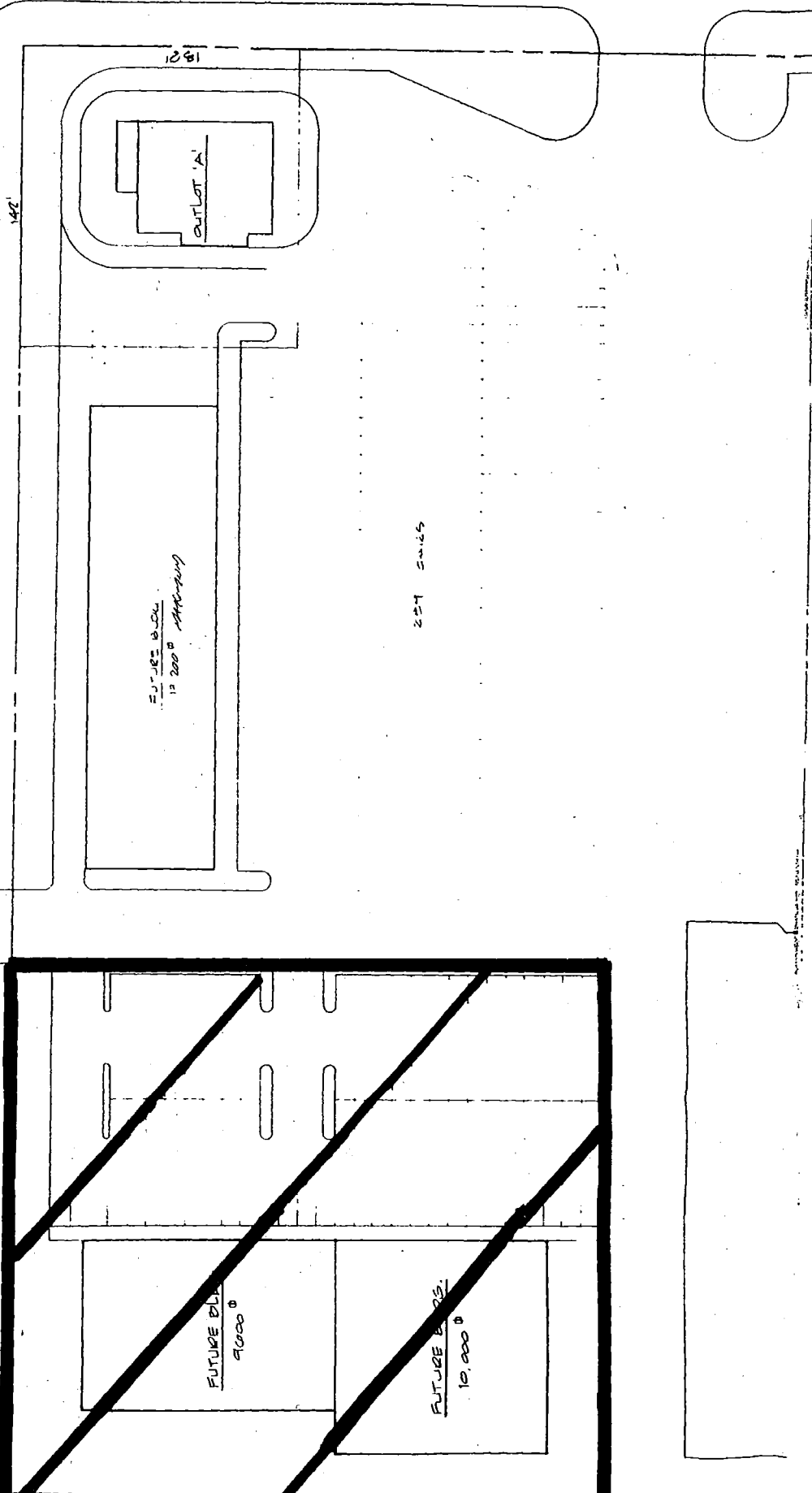
DEVELOPER MAY CONSTRUCT ONE
OR MORE BUILDINGS WITHIN
CROSS HATCHED AREA →



FOREST LAWN AVE

BOOK 784 PAGE 270

30 TH STREET



SITE PLAN
SCALE: 1" = 50.0'

BUILDING	SUMMARY
SHOPS	83,000 \$
SHOPS	32,800 \$
TOTAL	115,800 \$
PARKING	617 CARS
ROAD	5.33 CARS/1000 \$

EMERGENCY
WATER VALVE
NO CARDS

S-0010
89,000 \$

SITE PLAN
SCALE: 1"=50'.0'

255 525

SHOP
87,000 #

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," on their respective parcels which may have an attraction panel with ~~changeable~~ ^{and 3a} copy.
4. Signs may be attached to the facing surfaces of the buildings and any canopies, but shall not be suspended underneath any canopies.
5. There shall be no rooftop signs.
6. No advertising signs will be permitted at the rear of any buildings, except in the case of stores with customer entrances opening directly onto the parking areas.
7. There shall be permitted delivery and access signs in the rear of the buildings.

BK 784 Del VK N 632/633/704/707 24-683/684/685/699 687/634 JV 194.50
 PG 237-273 Indx per per 24-26 MC
 OF Masella Comp I Comp JV

RECEIVED
 1986 AUG -5 AM 11:42
 CLERK OF DISTRICT COURT
 DOUGLAS COUNTY, NEBR.

14717
 MISC
 1986



RECEIVED
FEB 24 1 38 PM '98

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

2407 H
FEE 4150 FB
BKP 24-1 C/O COMP VP
DE: SSAN

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.

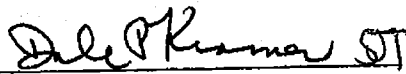
To indicate their consent to this Agreement, the Parties, or their authorized officers or representatives, have signed this document. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument, and the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

Title: SECRETARY

SHOPKO STORES, INC., a
Minnesota corporation

By:  DT

Name: Dale P. Kramer

Title: President

LERNER OMAHA PARTNERSHIP

By: 

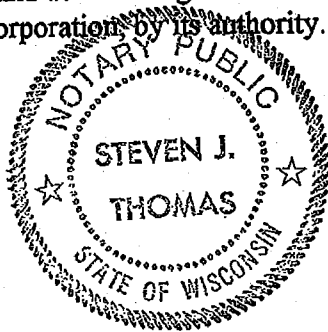
Name: _____

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. Kramer, Richard D. Schopp 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.



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

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

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

[Signature]
Notary Public

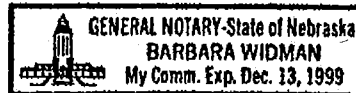


EXHIBIT A

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:

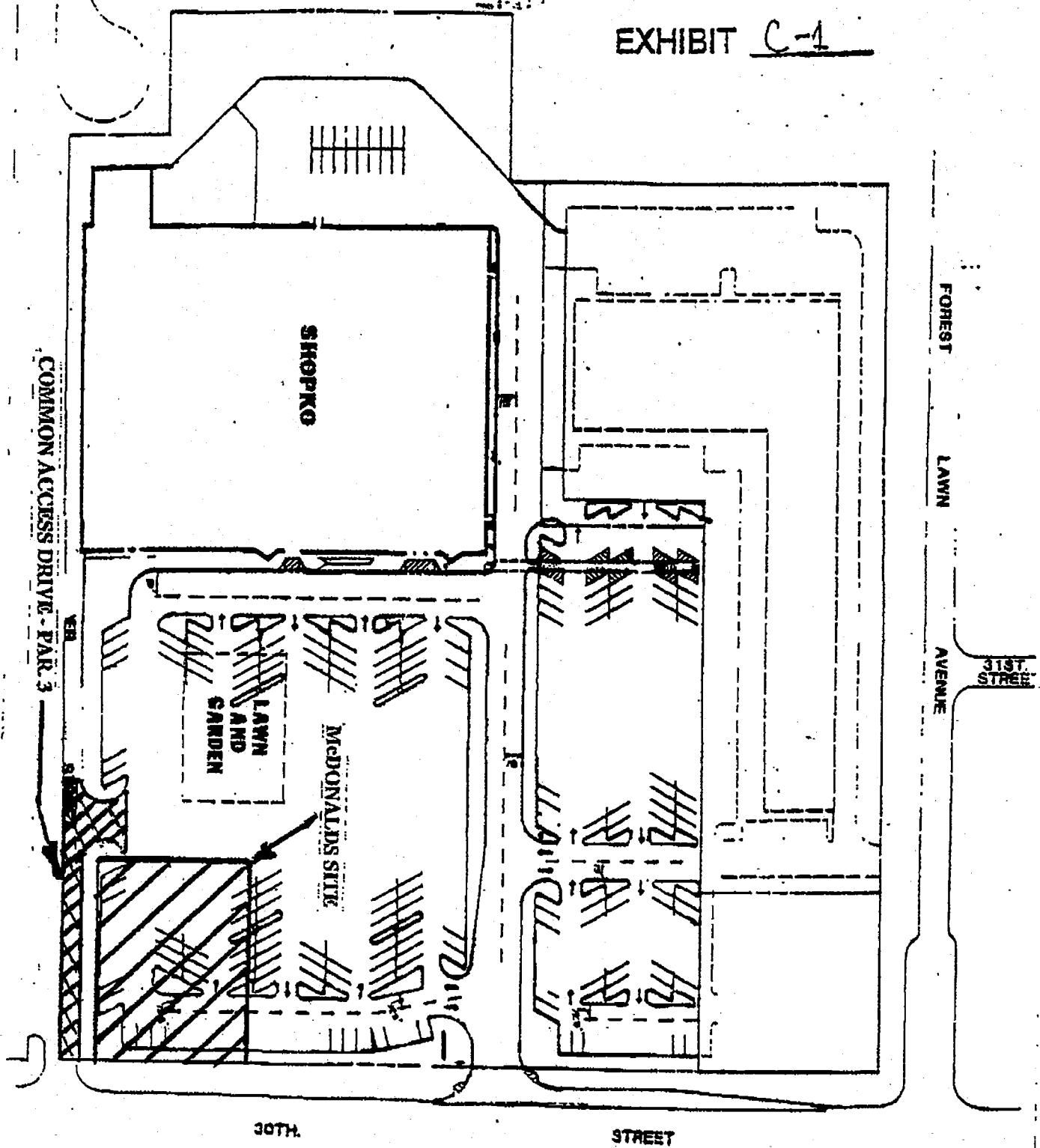
The North 148.0 feet of Block 222 together with the North 148.0 feet of the vacated alley in said Block 222, the North 148.0 feet to the East 63.50 feet of Block 221 and the West 266.5 feet of the East 330.0 feet of Block 221, all in Florence Addition to the City of Omaha, Douglas County, Nebraska together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

SHOPKO

LAWN AND SANDEN

MCDONALDS SITE

30TH STREET

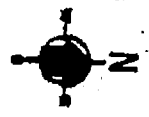
STREET

FOREST

LAWN

AVENUE

31ST STREET



071 Omaha V. Me

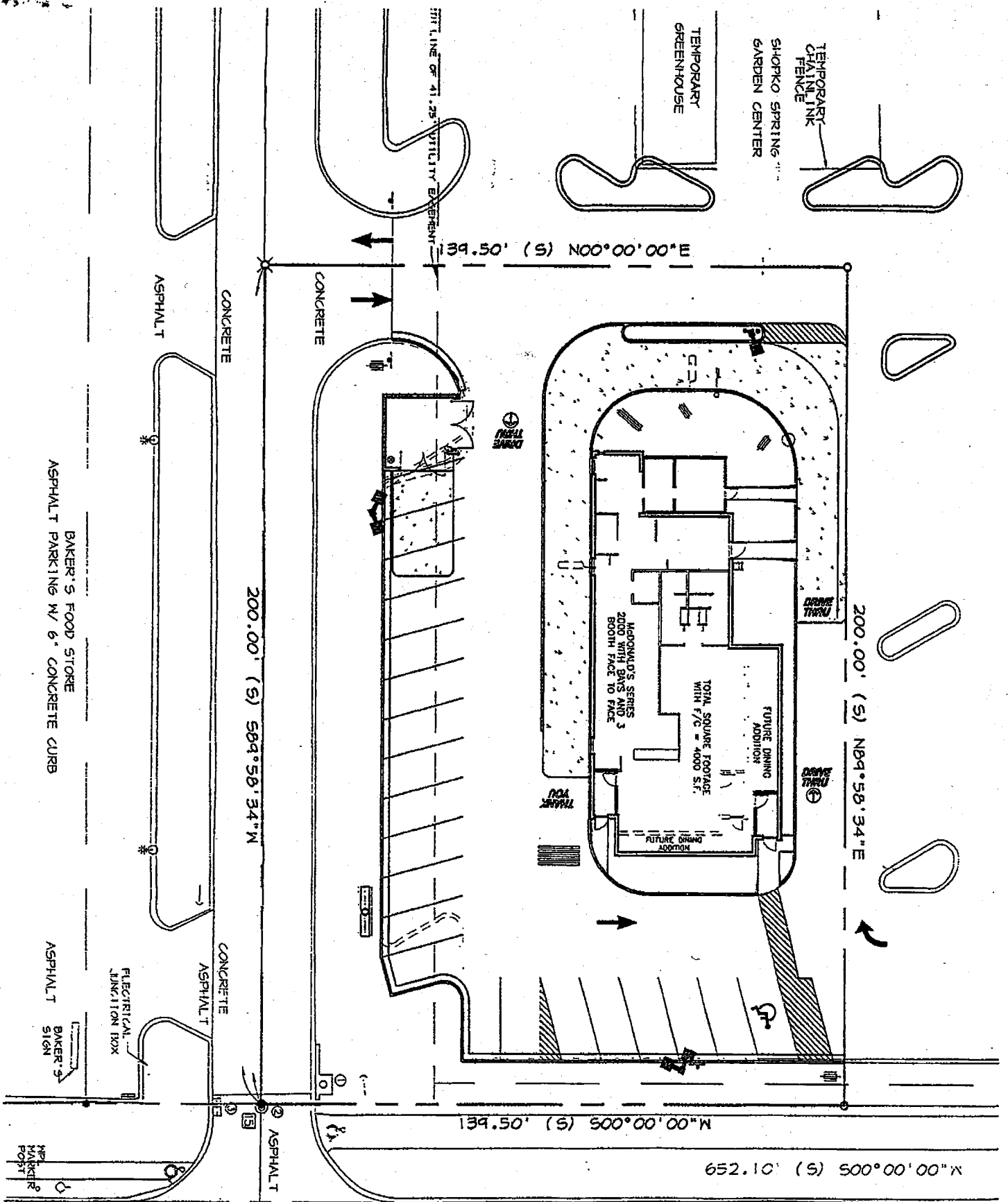


Exhibit C-2

NORTH 30TH STREET

USA
M41



MISC 2008056891



JUN 09 2008 15:13 P 6

44-35653-Rep. 1.
 6 MISC FEB 32.0 FB 44-35653-Rep. 2.
 4 BKP _____ C/O _____ COMP 803
 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 30TH 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

1105057

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.

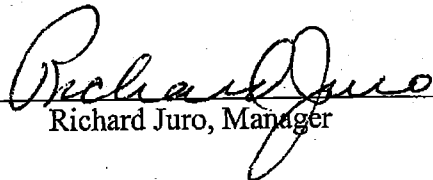
The Parties (i) agree that any building constructed within Lot 2, ShopKo Acres Replat 2 shall not exceed eighteen (18) feet above grade nor exceed four thousand (4,000) square feet in gross building area, and shall be architecturally compatible with the improvements now situated on Lot 1, ShopKo Acres 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.

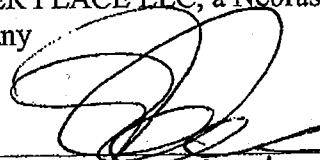
Except as modified by this Second Amendment, the Cross-Easement Agreement and the First Amendment are hereby ratified and affirmed.

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 30TH REALTY, L.L.C.,
a Nebraska limited liability company

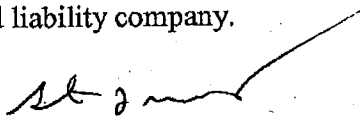
By: 
Richard Juro, Manager

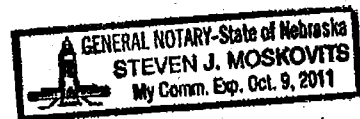
WEBER PLACE LLC, a Nebraska limited liability
company

By: 
Name: Jay R. Lerner
Title: Member

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 17th day of May, 2008, by RICHARD JURO, Manager of NO FRILLS NORTH 30TH 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 2nd 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

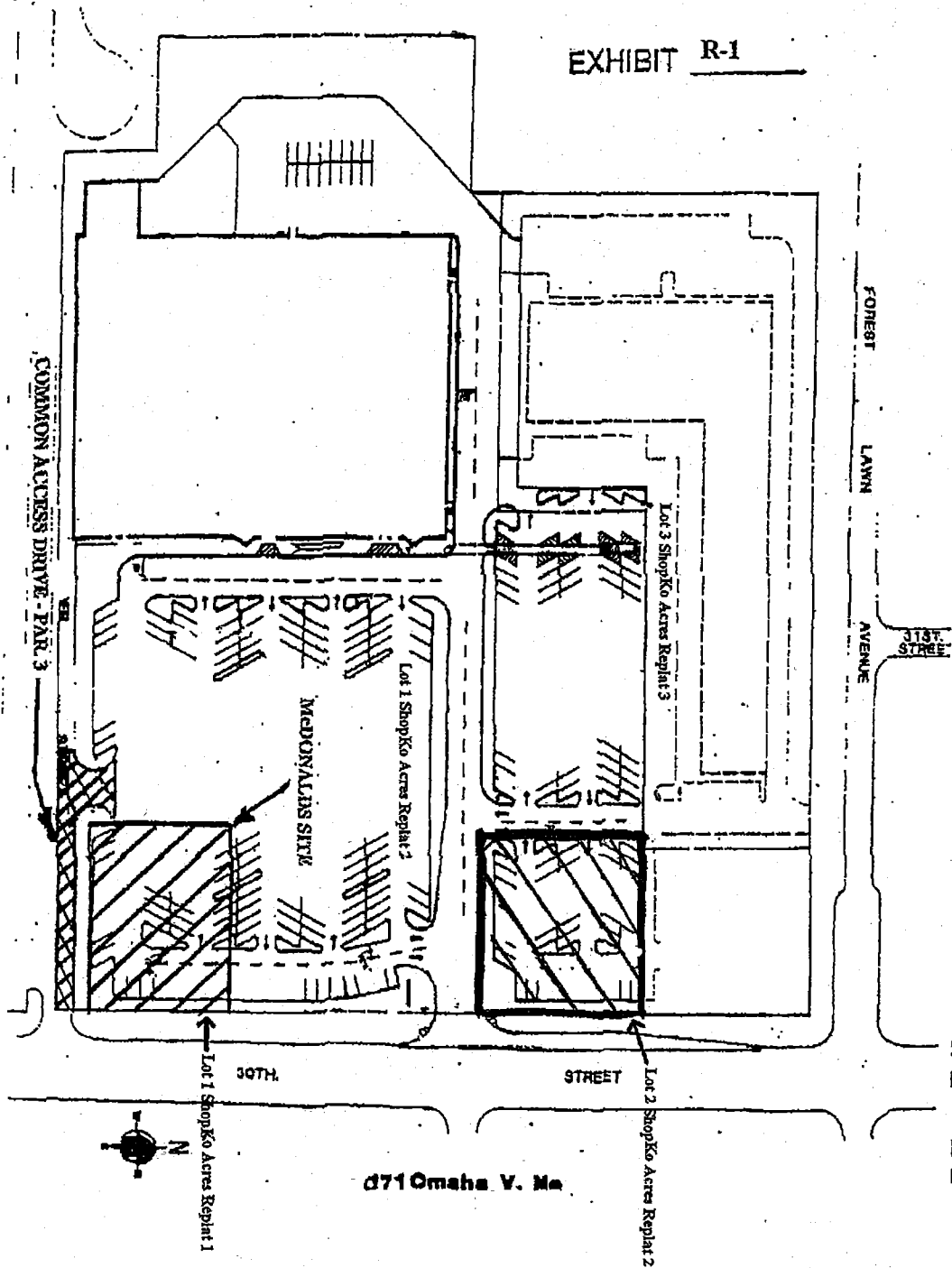
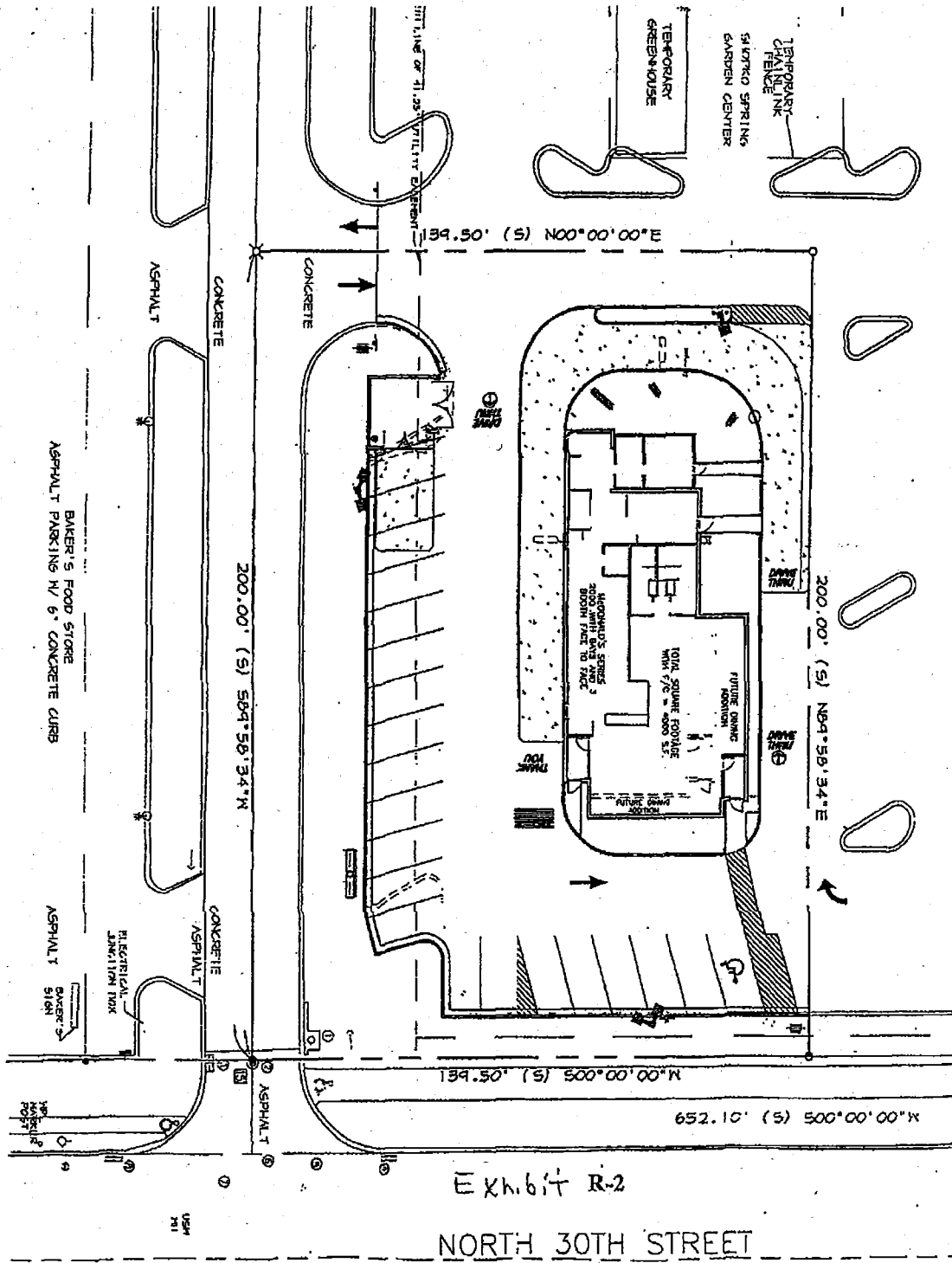


EXHIBIT R-2






MISC 2009100706



SEP 15 2009 08:54 P 6

misc
 6 31/00 FB 44-35653
 2 BKP _____ G/D _____ COMP _____
 A DEL _____ SCAN _____ FV _____

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 9/15/2009 08:54:27.48

 2009100706

DECLARATION OF RESTRICTIONS

This Declaration of Restrictions is made as of September 4, 2009 by Weber Place LLC, a Nebraska limited liability company, with a mailing address c/o The Lerner Company, 10855 West Dodge Road, Suite 270, Omaha, NE 68154 ("Declarant"), for the benefit of Simmonds Properties, Ltd., LLP, a Nebraska limited liability partnership with a mailing address of 11404 West Dodge Road, Suite 650, Omaha, NE 68154 ("Owner").

PRELIMINARY STATEMENT

Declarant is the record owner of Lot 3 Shopko Acres Replat 2 in Douglas County, Nebraska, as surveyed, platted, and recorded (the "Subject Property").

Owner has acquired or is about to acquire from Declarant Lot 2 Shopko Acres Replat 2 in Douglas County, Nebraska, as surveyed, platted and recorded (the "Owner's Parcel").

Declarant desires to establish certain restrictions upon the Subject Property for the benefit of Owner and its successors and assigns as owners from time to time of Owner's Parcel.

TERMS AND CONDITIONS

In consideration of the foregoing Preliminary Statement, which by this reference is repeated and incorporated in this portion of this Declaration in its entirety, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant hereby agrees as follows:

1. So long as a "Jimmy John's" restaurant is being operated within the Owner's Parcel (excluding reasonable periods of closure for restoration or remodeling due to casualty), Declarant agrees that it will not lease, sell or use any part of the Subject Property as a restaurant, whose primary product(i.e. more than fifty (50%) percent of sales) is a sub-type sandwich, such as, but not limited to, Little King, Subway, Quiznos, Blimpies, Potbelly, Planet Sub, D'Angelo and Charley's. This Declaration shall terminate automatically at such time as a

RETURN TO:
 SPENCE TITLE SERVICES
 BOX 16

TA-56220

"Jimmy John's" restaurant is no longer being operated within the Owner's Parcel (excluding reasonable periods of closure for restoration or remodeling due to casualty).

2. In the event of a default hereunder by Declarant, Owner may institute an action against the Declarant for specific performance, declaratory or injunctive relief, or any other available equitable remedy. No remedy provided in this Declaration shall be exclusive, but each shall be cumulative with all other remedies specifically provided in this Declaration.

3. The prevailing party in any action to enforce any provision of this Declaration shall be entitled to receive from the other party the prevailing party's reasonable costs and expenses incurred in connection with such action including, without limitation, reasonable attorneys' fees and court costs.

4. No delay or omission of Owner in the exercise or enforcement of any right accruing upon any default by Declarant shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by Owner of a breach or a default of any of the provisions of this Declaration shall not be construed to be a waiver of any subsequent breach or default of the same or any other provisions of this Declaration.

5. Every notice, demand, consent, approval or other document or instrument required or permitted to be served upon or given to any party hereunder shall be in writing and shall be delivered in person or sent by nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested, to the following addresses:

Declarant: Weber Place LLC
c/o The Lerner Company
10855 West Dodge Road, Suite 270
Omaha, NE 68154-2666

Owner: Simmonds Properties, Ltd., LLP
11404 West Dodge Road, Suite 650
Omaha, NE 68154-9759

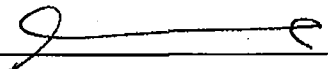
or to such other person or address as Declarant or Owner may direct from time to time by written notice forwarded in accordance herewith.

6. This Declaration shall not be modified or amended in any respect except by a writing executed, delivered and recorded against the Owner's Parcel and the Subject Property in the records of the Register of Deeds of Douglas County, Nebraska and signed by the then record owners of both the Subject Property and the Owner's Parcel.

7. This Declaration shall be governed by and construed in accordance with the laws of the State of Nebraska. The invalidity of any provision of this Agreement shall not in any way invalidate the remaining provisions of this Declaration.

8. This Declaration shall be binding against Declarant and its successors and assigns, as covenants running with the Subject Property, and shall inure to the benefit of Owner and its successors and assigns, as appurtenant to their respective interest in Owner's Parcel.

Weber Place LLC,
a Nebraska limited liability company

By: 

Name: SALVADOR E. CARTA

Title: Vice President

Simmonds Properties, Ltd., LLP,
a Nebraska limited liability partnership

By: Michael H. Simmonds, Trustee of the
Michael H. Simmonds Revocable Trust,
Managing Partner

ACKNOWLEDGMENTS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 4th day September, 2009 by SALVATORE CARO, Vice President of Weber Place LLC, a Nebraska limited liability company, on behalf of such limited liability company.



Jessie W. Shannon Jr.
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ___ day September, 2009 by Michael H. Simmonds, Trustee of the Michael H. Simmonds Revocable Trust, Managing Partner of Simmonds Properties, Ltd., LLP, a Nebraska limited liability partnership, on behalf of such limited liability partnership.

Notary Public

6. This Declaration shall not be modified or amended in any respect except by a writing executed, delivered and recorded against the Owner's Parcel and the Subject Property in the records of the Register of Deeds of Douglas County, Nebraska and signed by the then record owners of both the Subject Property and the Owner's Parcel.

7. This Declaration shall be governed by and construed in accordance with the laws of the State of Nebraska. The invalidity of any provision of this Agreement shall not in any way invalidate the remaining provisions of this Declaration.

8. This Declaration shall be binding against Declarant and its successors and assigns, as covenants running with the Subject Property, and shall inure to the benefit of Owner and its successors and assigns, as appurtenant to their respective interest in Owner's Parcel.

Weber Place LLC,
a Nebraska limited liability company

By: _____

Name: _____

Title: _____

Simmonds Properties, Ltd., LLP,
a Nebraska limited liability partnership

By: 

Michael H. Simmonds, Trustee of the
Michael H. Simmonds Revocable Trust,
Managing Partner

ACKNOWLEDGMENTS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day August, 2009 by _____ of Weber Place LLC, a Nebraska limited liability company, on behalf of such limited liability company.

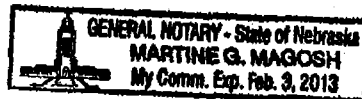
Notary Public

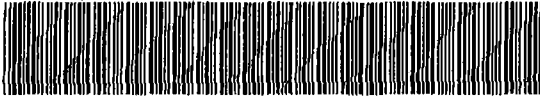
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 14th day August, 2009 by Michael H. Simmonds, Trustee of the Michael H. Simmonds Revocable Trust, Managing Partner of Simmonds Properties, Ltd., LLP, a Nebraska limited liability partnership, on behalf of such limited liability partnership.

Martine G. Magosh

Notary Public





MISC 2009103080



SEP 22 2009 08:12 P 12

u

12
 Misc. 1
 FEE 60.50 FB 44-35653
 BKP _____ C/O _____ COMP 88
 DEL _____ SCAN _____ FV _____

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 9/22/2009 08:12:03.51



2009103080

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") dated September 4, 2009, is between WEBER PLACE LLC, a Nebraska limited liability company ("Developer"), and SIMMONDS PROPERTIES, LTD., LLP, a Nebraska limited liability partnership ("Owner").

PRELIMINARY STATEMENT

Contemporaneously with the execution of this Agreement, Owner acquired from Developer ownership of Lot 2, ShopKo Acres Replat 2, as surveyed, platted and recorded in Douglas County, Nebraska (the "Property"). As a condition precedent to such acquisition, Owner and Developer agreed to execute and exchange this Agreement to evidence their agreement and understanding with respect to the development and use of the Property.

TERMS AND CONDITIONS

In consideration of the foregoing Preliminary Statement, which is repeated in its entirety in this portion of this Agreement, and other valuable consideration, the receipt of which is acknowledged, Developer and Owner agree as follows:

1. **Declaration of Restrictions and Grant of Easements.** The Property and any development and use of the Property is subject to the terms and provisions of a certain Cross-Easement Agreement dated August 4, 1986 recorded in Book 784, Page 237 as amended by First Amendment to Cross-Easement Agreement dated February 23, 1998 recorded in ^{mlw} Book 1239 Page 172, Second Amendment to Cross-Easement Agreement dated August 17, 2008, and Third Amendment to Cross-Easement Agreement dated June 12, 2009 recorded as Instrument No. 2009100704 all of which are referred to collectively as the "Cross-Easement Agreement". From and after the date of Owner's acquisition of the Property, Owner and its successors and assigns agree to assume and perform all of the obligations under the Declaration, if any, imposed on the owner of the Property or which are applicable to the Property. Developer shall be responsible to perform all of the obligations under the Declaration arising or accruing prior to the acquisition of the Property by the Owner, if any, imposed on the owner of the Property or which are applicable to the Property.

2. **Plans.** Prior to the commencement of any building or any other improvements on the Property, Owner shall deliver to Developer or its designee (i) a Site Plan of the Property depicting any building and all other improvements to be constructed on the Property (such

RETURN TO:
 SPENCE TITLE SERVICES
 BOX 16

TA-56220

building and other improvements are referred to collectively as the "Project"); and (ii) architecturally certified Plans and Specifications of the Project, including elevations of the building, landscaping plans, and exterior signage drawings. Developer shall have a period of fifteen (15) business days after receipt within which to review and either (a) approve, (b) partially approve and suggest revisions with respect to the balance, or (c) reject such Plans, which approval by the Developer will not be unreasonably withheld provided such Plans are consistent with and reflective of the other provisions of this Agreement.

3. **Restrictions.** The Property shall be subject to the following restrictions which may be deleted or modified only with the prior consent of Developer which may be withheld in its sole discretion:

A. **Use of Property.** The building constructed within the Property shall be used and operated initially as a Jimmy John's restaurant building with drive-thru capability not to exceed a gross floor area of two thousand (2,000) square feet of gross building floor area. The Property shall not be occupied or used for any purpose or use which violates (i) the provisions of the Cross-Easement Agreement identified in Section 1 of this Agreement, and (ii) the restrictions and exclusives listed on Exhibit "A" attached to and incorporated in this Agreement.

As an inducement to and in consideration for Developer's sale of the Property to Owner, Owner agrees that it will construct initially a Jimmy John's restaurant building with drive-thru capability on the Property in compliance with this Agreement.

B. **Buildings and Site Improvements.** The Property shall be developed under the following standards:

(1) The design and construction of any building or any remodeling, reconstruction or permitted expansion thereof shall be of high quality. Any building constructed within the Property shall have a decorative concrete block, stone, brick or EIFS exterior or other similar material reasonably acceptable to Developer.

(2) No more than one (1) building shall be constructed on the Property, such building shall not exceed twenty feet (20') in height as measured from ground floor elevation. No detached facilities, buildings or structures (except approved signage and an approved dumpster enclosure) of any kind shall be constructed on the Property.

(3) Any building constructed on the Property shall not exceed two thousand (2,000) square feet in gross building floor area excluding any drive-thru areas and canopies.

(4) Any rooftop equipment or building components shall be screened from public view from all directions.

(5) No rooftop sign shall be erected on any building constructed within the Property.

(6) Subject to governmental approval and municipal regulations, only one freestanding identification sign may be erected on the Property in a design and location approved by Developer not to be unreasonably withheld and may advertise only the name and logo of the business conducted thereon; such identification sign shall not exceed sixteen feet (16') in height. Notwithstanding the foregoing, there may be erected by Owner entrance-exit and directional signs to facilitate the free flow of traffic, which signage shall be of a monument type, not to exceed three feet three inches (3'3") in height.

(7) No building or other improvements shall be constructed, erected, expanded or altered within the Property until the plans for same (including site layout, elevations, exterior building materials, colors, landscaping, signage and parking layout) have been approved in writing by Developer. Notwithstanding the provisions of Paragraph 2 and this Paragraph 3.B.(7), Owner shall have the right to make such alterations, additions or improvements to the interior of the building without the written approval by Developer.

(8) Landscaping shall not materially obstruct (either through original planting or through untrimmed growth) the view of any building constructed in the adjacent and/or adjoining the properties comprising the shopping center commonly referred to as the "Weber Place Shopping Center".

(9) Until such time as the Property is developed and improved by its Owner, such Owner shall keep the same planted with grass, mowed and in a clean and sightly condition.

In the event the Property abuts a public street, the portion of such right-of-way which adjoins the Property and which has not been improved by the appropriate governmental body as a street or highway shall be seeded, fertilized and mowed by such abutting Property Owner and maintained in the same condition as the grass areas within the Property.

(10) Unless required otherwise by the Declaration, the Owner of the Property shall continuously provide and maintain a

parking ratio equal to five (5) spaces per one thousand (1,000) square feet of gross floor area devoted to retail uses and ten (10) spaces per one thousand (1,000) square feet of gross floor area devoted for restaurant uses.

(11) No outdoor satellite shall be installed on the roof of any building or within or on any portion of the Property without the prior approval of Developer which will not be unreasonably withheld provided the size and design are acceptable and the view of which is substantially obstructed from public view.

(12) Any area within the Property which houses refuse dumpsters or garbage containers shall be completely surrounded on three (3) sides with a wall the exterior of which shall be of the same materials as the building constructed on the Property; the entrance to such area shall be gated with wrought iron.

(13) No fences or barricades of any kind shall be constructed on the Property.

(14) The Property may not be subdivided, in any manner, into smaller lots without the prior written consent of Developer, which may be withheld in its sole discretion.

(15) All utilities and sewers serving and located within the Property shall be installed underground.

(16) The roof of any building constructed within the Property shall not be metal.

4. **Indemnity and Insurance.** Owner, its successors and assigns shall indemnify, defend and save Developer and its agents, employees, members, directors and officers harmless from all loss, damages, liability, costs or expenses, including, but not limited to, reasonable attorney's fees and all other sums incurred by or threatened against Developer, its agents, employees, members, directors and officers because of any claim or assertion of liability arising or alleged to have arisen out of any act or omission of Owner, its agents, employees and contractors, for any work to be performed by or at the direction of the Owner pursuant to this Agreement.

5. **Miscellaneous.**

A. All notices, requests, demands or other communications ("Notices") hereunder shall be in writing and given by certified mail, return receipt requested or by national overnight courier (e.g., Federal Express, UPS, Airborne) and, in the case of courier service, shall be effective as of the date of delivery to the intended recipient as shown on the courier's records, and in the

case of mail, shall be effective three (3) days (excluding weekends and holidays) after mailing, delivery shall be deemed to have been made if the postal service or courier was not able to deliver due to change of address for which no Notice was given. Notices shall be addressed as shown below or to such other address as may be specified from time to time in writing by either party:

To Developer: Weber Place LLC
c/o The Lerner Company
10855 W. Dodge Road, Suite 270
Omaha, Nebraska 68154-2666
Attention: Jay R. Lerner

To Owner: Simmonds Properties, Ltd., LLP
11404 West Dodge Road, Suite 650
Omaha, Nebraska 68154-9759
Attention: Paula K. Glissman

B. The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted to create, a joint venture, a partnership, or any other similar relationship between the parties.

C. The captions heading the various paragraphs of this Agreement are for convenience and identification only, and shall not be deemed to limit or define the contents of their respective paragraphs.

D. This Agreement, and all of its exhibits and incorporated documents, constitutes the entire integrated agreement between Owner and Developer relating to the items described herein, and supersedes all prior negotiations, representations, understandings and agreements, either written or oral.

E. This Agreement shall be interpreted according to Nebraska law. The invalidity of any provision of this Agreement shall not affect the remaining provisions. One or more waivers of a default shall not be deemed a waiver of a later default.

F. In the event Developer does not respond to Owner's written requests for approvals or consents of Developer as required by this Agreement, within thirty (30) days of Developer's actual receipt of Owner's request, such request shall be deemed approved.

G. This Agreement shall be binding on and inure to the benefit of the Parties and their successors and assigns. The obligations of Owner under this Agreement shall be deemed covenants running with the land and shall bind the

Property, and every owner acquiring an interest in the Property, in perpetuity. The Owner acknowledges that the execution and delivery of this Agreement was a material inducement to and consideration for Developer's conveyance of the Property to Owner.

H. Developer shall have the right to delegate or assign any approval or consent rights under this Agreement upon written notice to Owner.

I. This Agreement may be amended only by written agreement of the Parties and their respective successors and assigns which amendment shall be deemed effective upon recordation with the Register of Deeds of Douglas County, Nebraska.

6. **Adjoining ATM Premises.** Immediately to the north of the Property, an ATM of First National Bank of Omaha ("FNBO") is located on Lot 3 Shopko Acres Replat 2 ("Developer's Parcel") and a portion of Developer's Parcel is being leased by Developer to FNBO. In the event FNBO terminates its lease of a portion of the Developer's Parcel and relocates the ATM to a location on Lot 1, Shopko Acres Replat 2 ("No Frills Parcel"), Owner hereby consents to such relocation and placement of a FNBO ATM on the No Frills Parcel. Further, in the event the FNBO ATM is relocated by FNBO as provided immediately above or is removed for any reason, Owner hereby consents to the placement of an ATM within Developer's Parcel. Lastly, in the event Developer is successful in acquiring a right out only curb cut from Developer's Parcel onto 30th Street to serve any ATM situated within Developer's Parcel, and, in order to accommodate such right out only egress, it is necessary to transgress a small portion of the Owner's property adjoining 30th Street in order to provide vehicular egress, Owner agrees to cooperate with Developer and provide a non-exclusive egress easement over a small portion of its Property as is reasonably acceptable to the Owner. The location and use of the non-exclusive easement shall be accomplished in a manner that does not adversely impact the use of the Property by the Owner. Developer agrees to maintain any pavement or grass areas within such easement area until the easement area is restored to its original condition.

**[THE BALANCE OF THIS PAGE LEFT INTENTIONALLY BLANK –
SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

DEVELOPER:

WEBER PLACE LLC, a Nebraska limited liability company

By: [Signature]
Name: SALVADORE CARTA
Title: Vice President

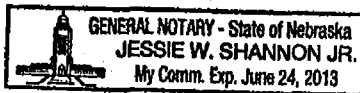
OWNER:

SIMMONDS PROPERTIES, LTD., LLP,
a Nebraska limited liability partnership

By: _____
Michael H. Simmonds, Trustee of the
Michael H. Simmonds Revocable Trust,
Managing Partner

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 4th day of September, 2009, by SALVADORE CARTA, Vice President of WEBER PLACE LLC, a Nebraska limited liability company, on behalf of such limited liability company.



[Signature]
Notary Public

DEVELOPER:

WEBER PLACE LLC, a Nebraska limited liability company

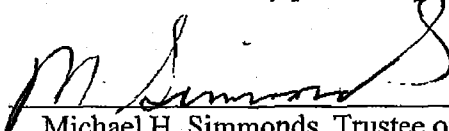
By: _____

Name: _____

Title: Vice President

OWNER:

SIMMONDS PROPERTIES, LTD., LLP,
a Nebraska limited liability partnership

By:  _____

Michael H. Simmonds, Trustee of the
Michael H. Simmonds Revocable Trust,
Managing Partner

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ~~14~~ day of September, 2009, by _____, Vice President of WEBER PLACE LLC, 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 4 day of September, 2009, by MICHAEL H. SIMMONDS, Trustee of the MICHAEL H. SIMMONDS REVOCABLE TRUST, Managing Partner of SIMMONDS PROPERTIES, LTD., LLP, a Nebraska limited liability partnership, on behalf of such partnership.



Lexey Sorensen
Notary Public

EXHIBIT "A"

Restrictions and Exclusives

As used in the Development Agreement to which this Exhibit A is attached, the term "restrictions and exclusions" shall mean any of the following uses:

1. Any use which emits or results in strong, unusual or offensive odors, fumes, dust or vapors, is a public or private nuisance, emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness, creates a hazardous condition, or is used, in whole or in part, as or for warehousing or the dumping or disposing of garbage or refuse;
2. Any operation primarily used as a storage facility and any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation;
3. Any "second hand" store, "surplus" store;
4. Any junkyard or for any dumping, disposing, incineration, or reduction of garbage (exclusive of trash compactors or trash containers located near the rear of any building);
5. Any fire sale, bankruptcy sale (unless pursuant to a court order), auction house operation, fictitious going-out-of-business sale, lost-our-lease sale or similarly advertised event;
6. Any automobile, truck, trailer, boat, or recreational vehicle sales, leasing, display or body shop repair operation;
7. Any entertainment use;
8. Any living quarters, sleeping apartments, or lodging rooms;
9. Any veterinary hospital or clinic or animal raising or boarding facilities;
10. Any mortuary or funeral home;
11. Any "Pornographic Use", which shall include, without limitation: (x) a store displaying for sale or exhibition books, magazines or other publications containing any combination or photographs, drawings or sketches of a sexual nature, which are not primarily scientific or educational [provided, however, that the sale of books, magazines and other publications by a national bookstore of the type normally located in first-class shopping centers (such as, for example, Borders and Barnes & Noble, as such stores currently operate) shall not be deemed a "pornographic use" hereunder]; or (y) a store offering for exhibition, sale or rental video cassettes or other medium capable of projecting, transmitting or reproducing, independently or in conjunction with another device, machine or equipment, as image or series of images, the content of which has

been rated or advertised generally as NC-17 or "X" or unrated by the Motion Picture Rating Association, or any successor thereto [provided, however, that the sale or rental of such videos by a national video store of the type normally located in first-class shopping centers (such as, for example, Blockbuster or West Coast Video, as such stores currently operate) shall not be deemed a "pornographic use" hereunder]; or (z) massage parlor;

12. Any so-called "head shop", or other establishment primarily selling or exhibiting drug-related paraphernalia;
13. Any bar, tavern, or other establishment selling only alcoholic beverages for on-or off-premises consumption except as part of a restaurant;
14. Any catering or banquet hall;
15. Any flea market, amusement or video arcade, pool or billiard hall, night club, discotheque, or dance hall;
16. Any training or education facility, including but not limited to: beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers;
17. Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as black-jack or poker; slot machines; video poker/black-jack/keno machines or similar devices; or bingo hall;
18. Any clinic or facility in which abortions are performed;
19. Any unlawful use;
20. Any pawn shop, gun shop, or tattoo parlor;
21. Any church or other place of religious worship;
22. Any car wash, automobile repair shop, or any business servicing motor vehicles in any respect, including, without limitation, any quick lube oil change service, tire center or gasoline or service station or facility;
23. Any carnival, amusement park or circus;
24. Any office use, other than: (x) incidental office space used in connection with and ancillary to a permitted retail use hereunder; and (y) retail offices providing services commonly found in similar first-class shopping centers in the greater metropolitan Omaha area (for example, financial services, real estate brokerage, insurance agency, banking, travel agency);

25. Any hotel/motel;
26. Any daycare center;
27. Any karate center;
28. Any beauty parlor or nail salon; or
29. Any fast food Mexican restaurant.



MISC 2010095723



OCT 15 2010 11:47 P 7

Fee amount: 36.00
FB: 44-35653
COMP: MB

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
10/15/2010 11:47:26.00



2010095723

After recording, return to: James B. Cavanagh, Lieben, Whitted, Houghton, Slowiaczek & Cavanagh, P.C., L.L.O., 2027 Dodge Street, Suite 100, Omaha, NE 68102

EXECUTION DRAFT

ACCESS EASEMENT

THIS ACCESS EASEMENT dated as of the 30th day of September, 2010, is made and entered into by and between WEBER PLACE LLC, a Nebraska limited liability company ("Weber"), and SIMMONDS PROPERTIES, LTD., LLP, a Nebraska limited liability partnership ("Simmonds").

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"). Simmonds is the owner of Lot 2, Shopko Acres Replat 2, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska (the "Simmonds Property"). Weber has requested Simmonds to provide a perpetual exclusive access easement over a portion of the Simmonds Property more particularly described on Exhibit "A" annexed hereto, for the purpose of providing vehicular and pedestrian ingress and egress between the Weber Property and the driveway to 30th Street as shown on Exhibit "A".

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 is hereby acknowledged, Weber and Simmonds agree as follows:

1. Access Easement. Simmonds hereby grants and conveys to Weber and the Permittees, an exclusive perpetual easement over and upon the property legally described and depicted on Exhibit "A" annexed hereto (the "Easement Area"), for the purpose of providing 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 30th Street as shown on Exhibit "A", including, directional traffic signs at the exit of the Easement Area, in locations reasonably acceptable to Simmonds. Weber shall be solely responsible, at its sole expense, for the maintenance, snow removal, repair and replacement of the driveway and any directional traffic signs located on the Easement Area. All maintenance, snow removal, repair or replacement of the driveway shall be conducted in such a manner as to not impair or interfere with the business operations conducted on the Simmonds Property.

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

3. No Dedication. Nothing contained in this Easement shall be deemed to constitute a gift, grant or dedication of any portion of the Simmonds Property to the general public or for any public purpose whatsoever, it being the intention that this easement will be strictly limited in accordance with the terms hereof to the private use of Weber and to its Permittees.

4. Consideration. Simultaneously herewith, Weber has paid Simmonds Thirty-Five Thousand and No/100 Dollars (\$35,000.00) as consideration for Simmonds' grant of this Easement, receipt of which is hereby acknowledged by Simmonds. Weber shall also pay Overland Constructors, Inc. Six Thousand Five Hundred Seventy-one and No/100 Dollars (\$6,571.00) for additional construction costs incurred by Simmonds related to the construction and maintaining uninterrupted ingress and egress to the easement area by Simmonds, concurrently with the construction of the "Jimmy Johns" building within the Simmonds Property, of the driveway within the Easement Area which will be paved with asphalt, the installation of concrete curbs, and the curb cut leading to the property adjoining the drive leading to 30th Street, all pursuant to the plans and specifications approved by the City of Omaha, and identified on Exhibit "A" annexed.

5. Real Estate Taxes. Weber agrees to pay Simmonds on a calendar year basis beginning January 1, 2010, and for each subsequent calendar year during the term of this Easement an annual contribution toward the real estate taxes levied and assessed against the Simmonds Property. Weber's contribution with respect to each calendar year during the term shall equal Seven Hundred Seventy-Four and no/100 Dollars (\$774.00) per year, which shall be payable on July 1, 2010, and continue annually thereafter on July 1. Any installment not timely paid shall accrue interest at the rate of eight percent (8%) per annum from the due date to the date paid.

6. Amendment and Termination.

(a) Except as herein provided, this Easement and any provision herein contained may be amended solely with the written consent of the respective owners of the Simmonds Property and the Weber Property.

(b) In the event of breach or threatened breach of this Easement, any and all owners of the Simmonds 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 from all reasonable attorney fees and other reasonable costs and expenses incurred by the prevailing party. In the event of a breach of the obligations under this Access Easement by the owner of the Weber Property, the owner of the Simmonds Property shall give notice of such default to the owner of the Weber Property. In the event that default or breach of this Easement

Agreement is not timely cured within forty-five (45) days for monetary defaults and within sixty (60) days for non-monetary defaults, or in the case such non-monetary default is not curable within sixty (60) days, if Weber shall fail to commence to cure the same within sixty (60) days and thereafter proceed diligently to complete the cure thereof, from the date of Weber's receipt of written notice from the owner of the Simmonds Property, the owner of the Simmonds Property shall have the right to terminate this Access Agreement. The Easement shall be deemed terminated upon the filing of an affidavit by the owner of the Simmonds Property with the Register of Deeds of Douglas County, Nebraska and indexed against the Simmonds Property. Such affidavit may not be recorded until and after thirty (30) days prior written notice of the intended filing is provided to Weber accompanied by a copy of the affidavit stating the alleged uncured default. In lieu of such termination, the owner of the Simmonds Property shall have the right, but not the obligation, to cure any alleged breach or default of Weber. Upon the completion of such cure, the owner of the Weber Property shall reimburse the owner of the Simmonds Property within ten (10) days of receipt of the invoice from the owner of the Simmonds Property for the reasonable costs and expenses incurred in curing the alleged default. Unpaid invoices shall bear interest at the rate of sixteen percent (16%) per annum from the date of such invoice to the date paid.

(c) Unless otherwise modified, terminated or extended as permitted in this Easement, the easements, rights, obligations, covenants and restrictions contained in this Easement shall continue in perpetuity. Provided, however, if the Easement Area is not used by Weber or any Permittee for a continuous period of three (3) years, the owner of the Simmonds Property may terminate this Easement Agreement by providing the owner of the Weber Property thirty (30) days prior written notice of the intended termination of the Easement, and if Weber or any Permittee fails to resume use of the Easement Area during such thirty (30) day period, this Easement Agreement will terminate upon recordation of an affidavit by the owner of the Simmonds Property to that effect. Notwithstanding the foregoing, a copy of such affidavit shall be provided to the owner of the Weber Property at least thirty (30) days prior to such recordation as a pre-condition to the validity of such termination.

7. Insurance. Weber shall maintain comprehensive general liability insurance to cover any incidents or claims arising out of the use of the Easement Area. Simmonds shall be named as an additional insured under such policy. Insurance may be provided by a Permittee so long as Simmonds is a named additional insured.

8. Indemnification. Weber indemnifies and agrees to hold Simmonds harmless from any and all loss, liability, claim, damage or other rights, including any attorneys' fees or expenses, asserted against Simmonds arising out of or related to use of the Easement Area or related to any breach of this Easement by Weber. This indemnification shall not apply to any acts or omissions of Simmonds, or its agents, employees, customers, and contractors.

9. Restriction. Weber, any Permittees, or any subsequent owner of the Weber Property, shall not, at any time, place any building, structure or other obstruction on the

Easement Area except permitted directional traffic signs at the entrance/exits of the Easement Area.

10. Miscellaneous.

(a) All notices, statements, demands, approvals or other communications given pursuant to this Easement 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 Assessor for delivery of ad valorem tax statements relating to the respective properties. All such notices which are mailed shall be deemed delivered on the third day after postmark, unless delivered sooner.

(b) Nothing contained in this Easement and no action by the owner of the Simmonds Property or the Weber Property will be deemed or construed by any owner or any third person to create the relationship of principal and agent, or a partnership, or a joint venture, or any association between or among any of the owners of the Simmonds Property or the Weber Property.

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

(d) The provisions of this Easement will inure to the benefit of and be binding upon Simmonds and Weber and their respective successors and assigns.

(e) This Easement, 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 Simmonds Property.

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

WEBER PLACE LLC, a Nebraska limited liability company

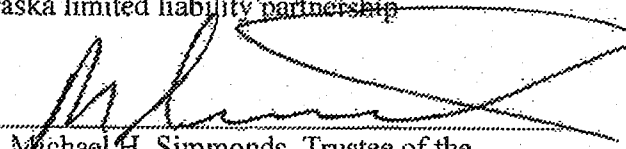
By: _____

Name: _____

Title: Vice President

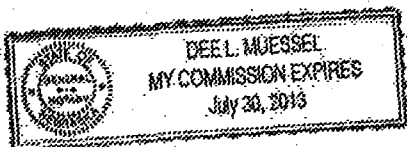
SIMMONDS PROPERTIES, LTD., LLP,
a Nebraska limited liability partnership

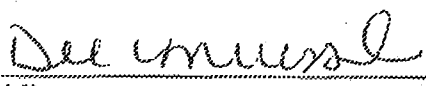
By:


Michael H. Simmonds, Trustee of the
Michael H. Simmonds Revocable Trust,
Managing Partner

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

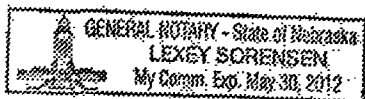
The foregoing instrument was acknowledged before me this 30th day of September, 2010, by Salvatore Carta, Vice President of WEBER PLACE LLC, a Nebraska limited liability company, on behalf of such limited liability company.




Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 14th day of October, 2010, by MICHAEL H. SIMMONDS, Trustee of the MICHAEL H. SIMMONDS REVOCABLE TRUST, Managing Partner of SIMMONDS PROPERTIES, LTD., LLP, a Nebraska limited liability partnership, on behalf of such partnership.



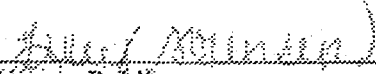

Notary Public

EXHIBIT A (THE EASEMENT)

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

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 79°41'05" WEST ALONG THE SOUTH LINE OF LOT 2, A DISTANCE OF 24.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 79°41'05" WEST ALONG SAID SOUTH LINE, 13.36 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 15.00 FEET, WHOSE ARC LENGTH IS 6.32 FEET AND WHOSE CHORD BEARS NORTH 6°22'49" EAST, 6.27 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 37.00 FEET, WHOSE ARC LENGTH IS 21.27 FEET AND WHOSE CHORD BEARS NORTH 10°46'30" EAST, 20.98 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 32.80 FEET, WHOSE ARC LENGTH IS 19.14 FEET AND WHOSE CHORD BEARS NORTH 9°02'13" EAST, 18.87 FEET; THENCE NORTH 10°19'54" WEST, 71.12 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 15.00 FEET, WHOSE ARC LENGTH IS 12.16 FEET AND WHOSE CHORD BEARS NORTH 33°33'36" WEST, 11.83 FEET; THENCE SOUTH 22°35'19" WEST, 3.49 FEET; THENCE NORTH 67°24'41" WEST, 4.00 FEET; THENCE NORTH 22°35'19" EAST, 3.69 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 15.00 FEET, WHOSE ARC LENGTH IS 7.38 FEET AND WHOSE CHORD BEARS NORTH 86°13'32" WEST, 7.30 FEET; THENCE SOUTH 79°40'58" WEST, 0.40 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 45.00 FEET, WHOSE ARC LENGTH IS 17.75 FEET AND WHOSE CHORD BEARS NORTH 89°01'28" WEST, 17.63 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 9.47 FEET AND WHOSE CHORD BEARS NORTH 87°49'14" WEST, 9.41 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE NORTH 79°41'20" EAST ALONG SAID NORTH LINE, 53.87 FEET; THENCE SOUTH 10°19'54" EAST, 92.08 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 44.70 FEET, WHOSE ARC LENGTH IS 26.53 FEET AND WHOSE CHORD BEARS SOUTH 9°13'01" WEST, 26.14 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 25.75 FEET; WHOSE ARC LENGTH IS 16.88 FEET AND WHOSE CHORD BEARS SOUTH 9°03'10" WEST, 16.58 FEET; THENCE SOUTH 10°18'15" EAST, 2.63 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 2, SAID POINT ALSO THE POINT OF BEGINNING AND CONTAINING 0.04 ACRES (1886 S.F.) MORE OR LESS

