

**STATE OF Nebraska  
COUNTY OF Douglas  
Project #OPW 52470  
File No. 21618-16**

**TITLE CERTIFICATE**

EFFECTIVE DATE: January 12, 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":

**All of Lot 3 except the Southerly 16 feet thereof in Shopko Acres, a Subdivision in the City of Omaha, Douglas County, Nebraska.**

ADDRESS: **7516 North 30th Street, Omaha, NE**

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

- (a) This Certificate is not an abstract of title, nor a complete chain of title search, nor an attorney's Title Opinion, nor is it a title insurance policy or title insurance binder.
  - (b) This Certificate does provide limited title facts relative to the property only as specifically set out in the following numbered paragraphs. Each numbered paragraph identifies the particular information provided in this certificate.
  - (c) This Certificate reports limited information of record to the effective date above.
- 
- 1.) The Grantee(s) in the last deed of record:  
  
**Taco Bell Corp., a California Corporation, by virtue of that certain Partnership Warranty Deed dated April 23, 1987 and recorded April 23, 1987 at Book 1801, Page 690, of the Records of Douglas County, NE.**
  - 2.) Unreleased mortgages and liens of record:  
  
**None.**
  - 3.) Financing Statements filed in the County Register of Deeds Office and indexed against the property:  
  
**None.**
  - 4.) Judgments and pending law suits in District Court:

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

**None.**

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

**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, Northwestern Bell and Cable T.V., 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.

Cross-Easement Agreement recorded August 5, 1986 in Book 784 at Page 237 of the Records of Douglas County, NE, granted for pedestrian and vehicular ingress and egress parking, passage, and traffic and for utilities in over and upon, across and through entire parcel, as described therein.

Assumption Agreement recorded April 23, 1987 in Book 812 Page 218 of the Records of Douglas County, Ne.

Cross-Easement Agreement recorded April 23, 1987 in Book 812 at Page 208 of the Records of Douglas

County, NE, granted for pedestrian and vehicular ingress and egress parking, establishing certain use restrictions governing the Outlot and the Shopping Center as stated within.

First Amendment to Cross Easement Agreement recorded May 2, 2016 at Instrument Number 2016-031925 of the Records of Douglas County, Ne.amending Cross-Easement at Book 812 Page 208.

Easement recorded August 26, 1987 in Book 824 at Page 711 of the Records of Douglas County, NE, granted to Omaha Public Power District, over a portion of property described therein.

Ordinance No. 30888 at Book 913 Page 109 recorded February 9, 1990 of the Records of Douglas County, Ne approving a Redevelopment and Loan Agreement with Shopko Stores, Inc.

- 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. 1415-5003-22 for 2016 due and payable in 2017, levied in the amount of \$9,769.84, 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 17, 2017

TitleCore National, LLC



Registered Abstractor  
Under Certificate of Authority No. 662

PARTNERSHIP WARRANTY DEED

G.O. Box 96. Jaurdan N.J.

Lerner Omaha Partnership  
a Nebraska General

Partnership, GRANTOR, In consideration of

Ten Dollars and other valuable consideration

~~WARRANTS~~ received from GRANTEE

Taco Bell Corp., a California Corporation

conveys to GRANTEE, the following described real estate (as defined in Neb. Rev. Stat. 76-201):

All of Lot 3 except the Southerly 16 feet thereof in ShopKo Acres,  
a Subdivision in the City of Omaha, Douglas County, Nebraska.

RECEIVED

BK 1801 N 91-496 KP C/O Y FEE 5.50  
PG 690 N 9/1/87 DEL 1/11 MC B.C.  
OF Deed COMP F/B 44-25650 222

1987 APR 23 PM 12:59

REC'D DEEDS  
APR 23 1987

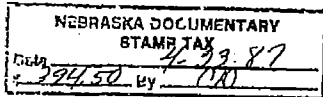
4430 Deed 10

GRANTOR covenants (jointly and severally, if more than one) with GRANTEE that GRANTOR:

- (1) is lawfully seized of such real estate and that it is free from encumbrances except easements, restrictions, covenants, and reservations of record, the lien of the 1986-87 consolidated real estate taxes which have been apportioned, the state of facts an accurate survey would depict, and that certain Cross-Easement Agreement dated August 4, 1986, recorded in Book 784, Page 237 of Miscellaneous Records, Douglas County, Nebraska.
- (2) has legal power and lawful authority to convey the same;

(3) warrants and will defend title to the real estate against the lawful claims of all persons.

Executed... April 23, 1987



Lerner Omaha Partnership  
Grantor

By Partner

By Partner

STATE OF NEBRASKA

COUNTY OF Douglas

The foregoing Instrument was acknowledged before me on April 23, 1987

by Jay R. Lerner and Salvadore Carta, Partners on behalf of

Lerner Omaha Partnership, a Partnership



Bobbi Thompson  
Notary Public  
My commission expires

STATE OF NEBRASKA, County of

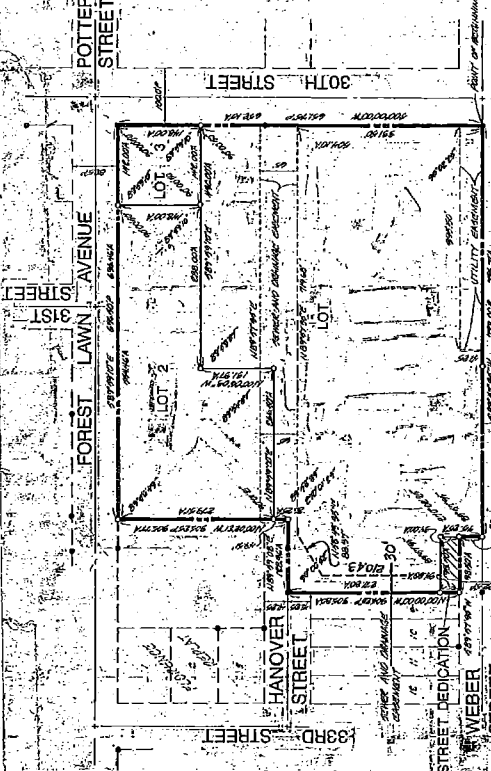
Filed for record and entered in Numerical Index on 19 at o'clock M., an  
recorded in Deed Record Page

County or Deputy County Clerk  
Register or Deputy Register of Deeds

SHOPKO ACRES

LOTS 1, 2 AND 3  
A REPART OF LOTS 1 THRU 6 INCLUSIVE BLOCK 22  
SITE OF BLOCK 221, BLOCK 223, FLORENCE ADDITION,  
BLOCK 220, FLORENCE TOGETHER WITH STREET  
AND ALLEY, DOUGLAS COUNTY, NEBRASKA

3321 Needs  
RECEIVED  
MAR 27 11:13  
DOUGLAS COUNTY, NEB.  
BK 1800 N 91-405  
PG 239 N 24-1028 P DEL MC  
OF LAND COMP. 18- FIP 11-315-111



STREET DEDICATION  
WEBER STREET  
39RD STREET  
HANOVER STREET  
POTTER STREET  
FOREST LAWN AVENUE  
30TH STREET

1. I HEREBY CERTIFY THAT I HAVE MADE A REPART OF LOTS 1, 2 AND 3 INCLUSIVE BLOCK 22, SITE OF BLOCK 221, BLOCK 223, FLORENCE ADDITION, BLOCK 220, FLORENCE TOGETHER WITH STREET AND ALLEY, DOUGLAS COUNTY, NEBRASKA.

2. I HEREBY CERTIFY THAT I HAVE MADE A REPART OF LOTS 1, 2 AND 3 INCLUSIVE BLOCK 22, SITE OF BLOCK 221, BLOCK 223, FLORENCE ADDITION, BLOCK 220, FLORENCE TOGETHER WITH STREET AND ALLEY, DOUGLAS COUNTY, NEBRASKA.

3. I HEREBY CERTIFY THAT I HAVE MADE A REPART OF LOTS 1, 2 AND 3 INCLUSIVE BLOCK 22, SITE OF BLOCK 221, BLOCK 223, FLORENCE ADDITION, BLOCK 220, FLORENCE TOGETHER WITH STREET AND ALLEY, DOUGLAS COUNTY, NEBRASKA.

4. I HEREBY CERTIFY THAT I HAVE MADE A REPART OF LOTS 1, 2 AND 3 INCLUSIVE BLOCK 22, SITE OF BLOCK 221, BLOCK 223, FLORENCE ADDITION, BLOCK 220, FLORENCE TOGETHER WITH STREET AND ALLEY, DOUGLAS COUNTY, NEBRASKA.

5. I HEREBY CERTIFY THAT I HAVE MADE A REPART OF LOTS 1, 2 AND 3 INCLUSIVE BLOCK 22, SITE OF BLOCK 221, BLOCK 223, FLORENCE ADDITION, BLOCK 220, FLORENCE TOGETHER WITH STREET AND ALLEY, DOUGLAS COUNTY, NEBRASKA.

6. I HEREBY CERTIFY THAT I HAVE MADE A REPART OF LOTS 1, 2 AND 3 INCLUSIVE BLOCK 22, SITE OF BLOCK 221, BLOCK 223, FLORENCE ADDITION, BLOCK 220, FLORENCE TOGETHER WITH STREET AND ALLEY, DOUGLAS COUNTY, NEBRASKA.

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RECORDING INFORMATION

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF DOUGLAS COUNTY, NEBRASKA, ON THIS 27TH DAY OF MARCH, 1931, AT 11:13 A.M.

THE CLERK OF DOUGLAS COUNTY, NEBRASKA, HAS THIS DAY RECORDED THIS PLAT IN BOOK 1800, PAGE 239.

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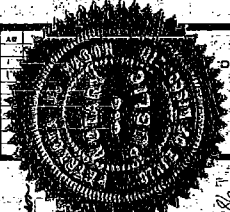
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THE SHOPKO ASSOCIATES INC.  
30TH STREET AND WEBER STREET  
SHPKO ACRES  
FINAL PLAT  
OMAHA, NEBRASKA



DOUGLAS COUNTY SURVEYOR  
OFFICIAL SEAL  
GARY D. TINKHAM  
REGISTERED SURVEYOR  
NO. 366

James F. Galt  
Missouri D. Galt  
James F. Galt  
James F. Galt

James F. Galt  
Missouri D. Galt  
James F. Galt  
James F. Galt

## CROSS-EASEMENT AGREEMENT

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

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

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

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

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

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

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

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

ARTICLE I

Definitions

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

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

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

ARTICLE II

Easements

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

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

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

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



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

(a) The Owner of the Benefited Site will submit plans and specifications showing the improvements proposed to be constructed on the Benefited Site to the Owner of the Site (the "Burdened Site") which will be burdened by the easements hereby created for approval of such plans and specifications by the Owner of the Burdened Site.

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

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(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/with the Site Plans attached hereto as Exhibits "3" or "3a".

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

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

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

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

#### ARTICLE VII

##### Sign Criteria

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

ARTICLE VIIIMutual Indemnification

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

ARTICLE IXInsurance and Subrogation

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



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

#### ARTICLE X

##### Condemnation

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

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

#### ARTICLE XI

##### Duration and Termination

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

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

ARTICLE XIINot a Public Dedication

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

ARTICLE XIIIRecording

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

ARTICLE XVBenefit

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

ARTICLE XVWaiver

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

ARTICLE XVI

Separability

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

ARTICLE XVII

Applicable Law

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

ARTICLE XVIII

Counterparts

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

ARTICLE XIX

Notice

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

A. If to SHOPKO:

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

Copy by ordinary mail to:

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

Minneapolis MN 55440  
Attn.: Legal Department

and

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

B. If to DEVELOPER:

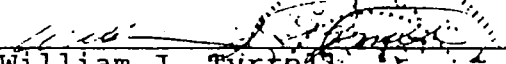
L C Development Co.  
One Old Mill  
101 South 108th Avenue  
Omaha, NE 68154  
Attn: Jay Lerner



Copy by ordinary mail to:

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

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

SHOPKO STORES, INC., a  
Minnesota corporation

By:   
William J. Tyrrell,  
President

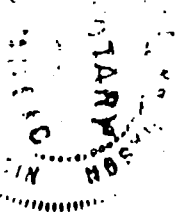
By:    
William C. Hunt, Secretary

L C DEVELOPMENT CO.

By:   
Jay R. Lerner, President

STATE OF WISCONSIN)  
 ) ss  
COUNTY OF BROWN )

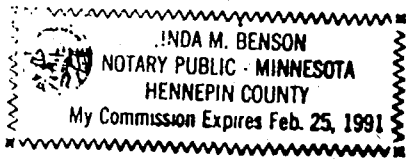
Personally came before me this 3rd day of July, 1986, William J. Tyrrell, President of Shopko Stores, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Minnesota, and to me known to be the person who executed the foregoing instrument, and to me known to be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



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

STATE OF MINNESOTA)  
 ) ss  
COUNTY OF HENNEPIN)

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



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

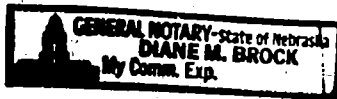
STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF Douglas )

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

*Diane M Brock*

Notary Public, Nebraska

My Commission expires: 8-5-87



THIS INSTRUMENT DRAFTED BY:

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

## EXHIBIT "1"

to

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

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

Except that part thereof described as follows:

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



EXHIBIT "2"

to

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

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

BOOK 784 PAGE 265

LEBER STREET

305.25'

80'

70.5'

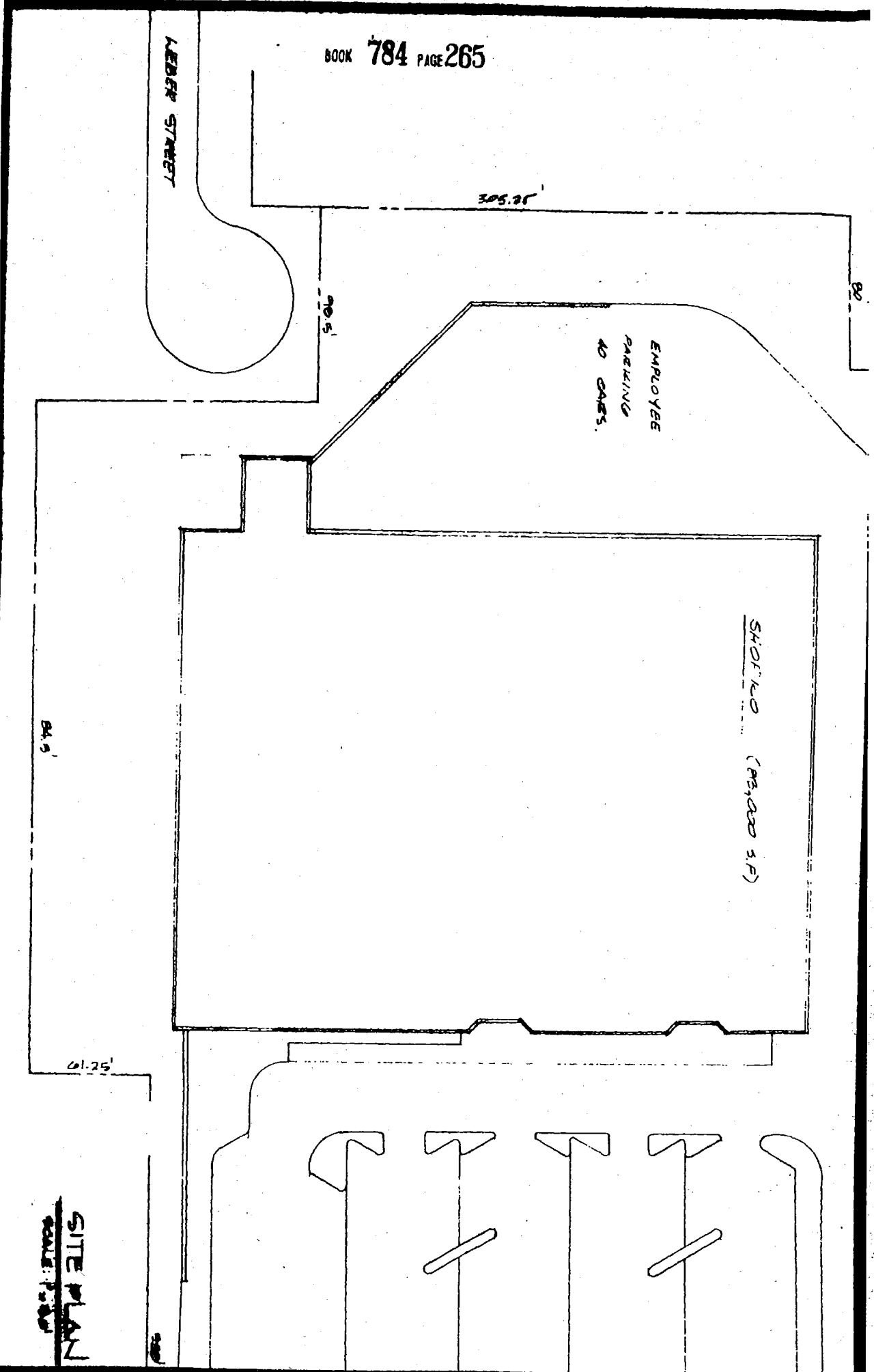
EMPLOYEE  
PARKING  
40 CARS.

SHOULDER (AS, 200 S.F.)

84.5'

61.25'

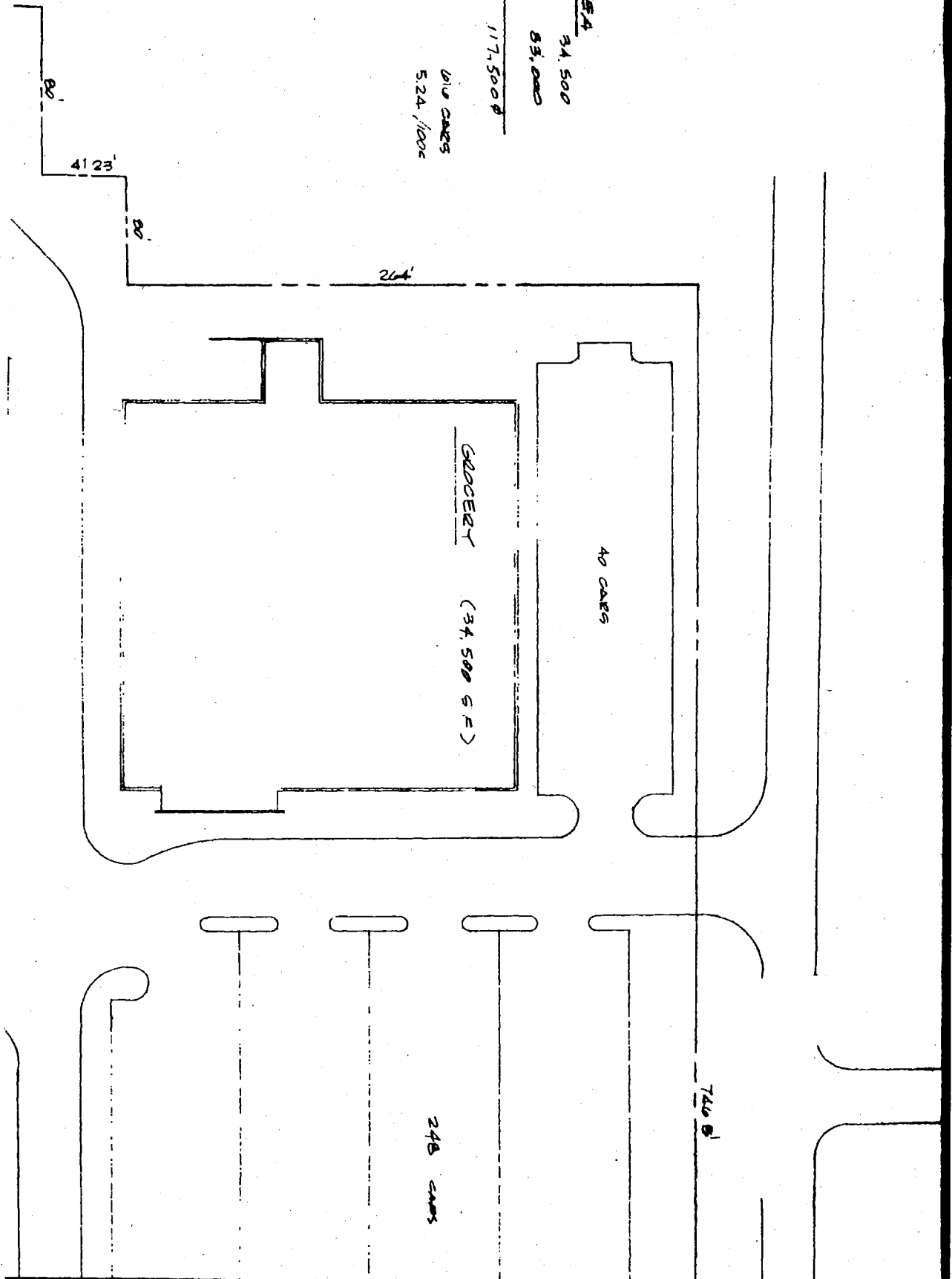
SITE PLAN  
SCALE: 1"=20'



BUILDING AREA  
GROCERY 34,500  
SHED 83,000

TOTAL 117,500

RESIDING 610 CARS  
BATH 524,100

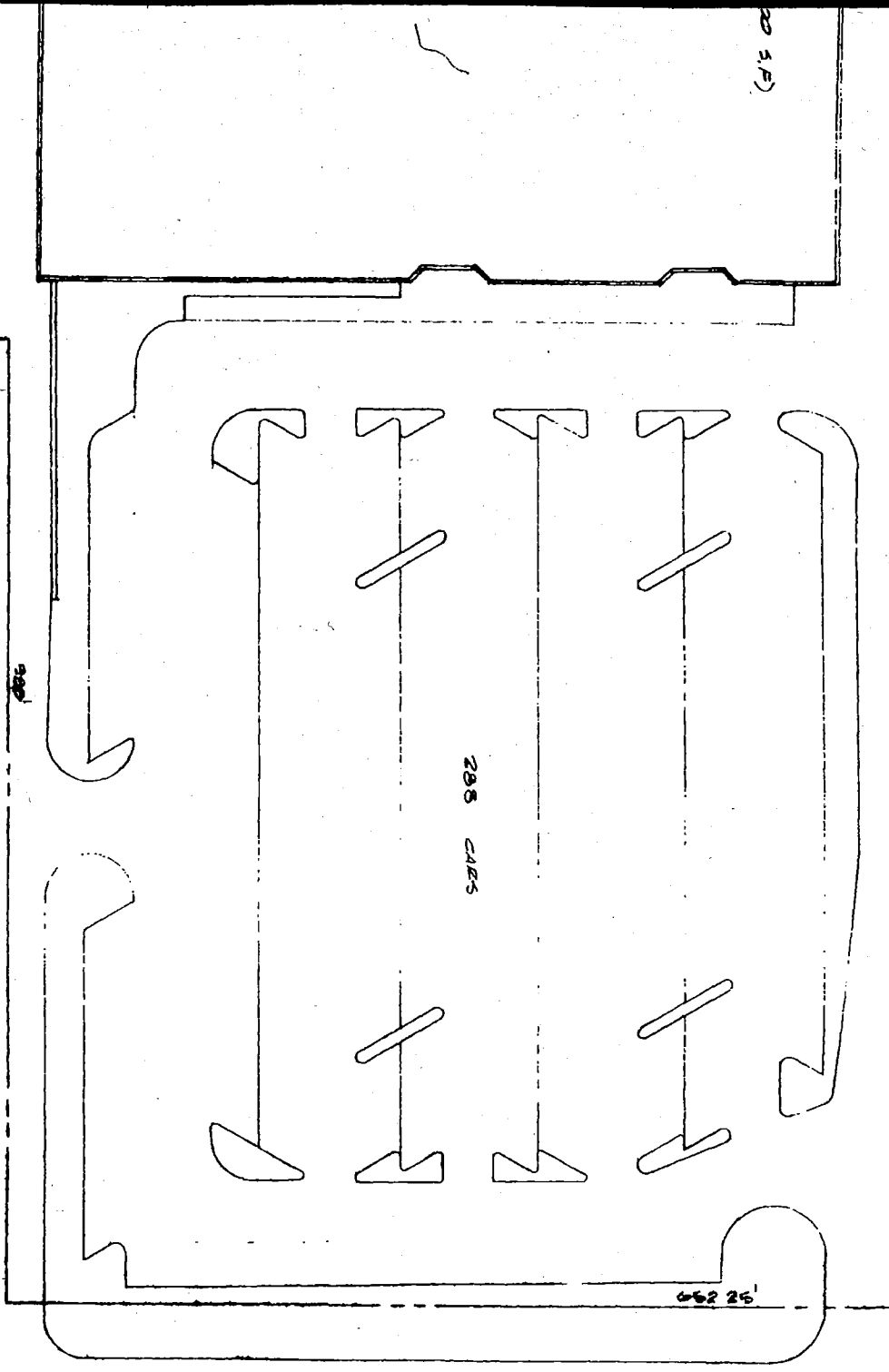


20 5/8"

21.25'

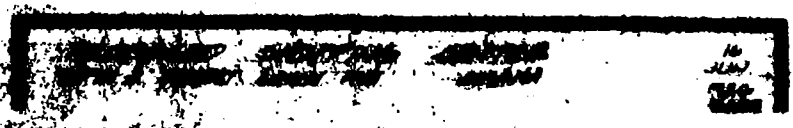
OK 784 PAGE 267

SITE PLAN  
SCALE: 1" = 10'

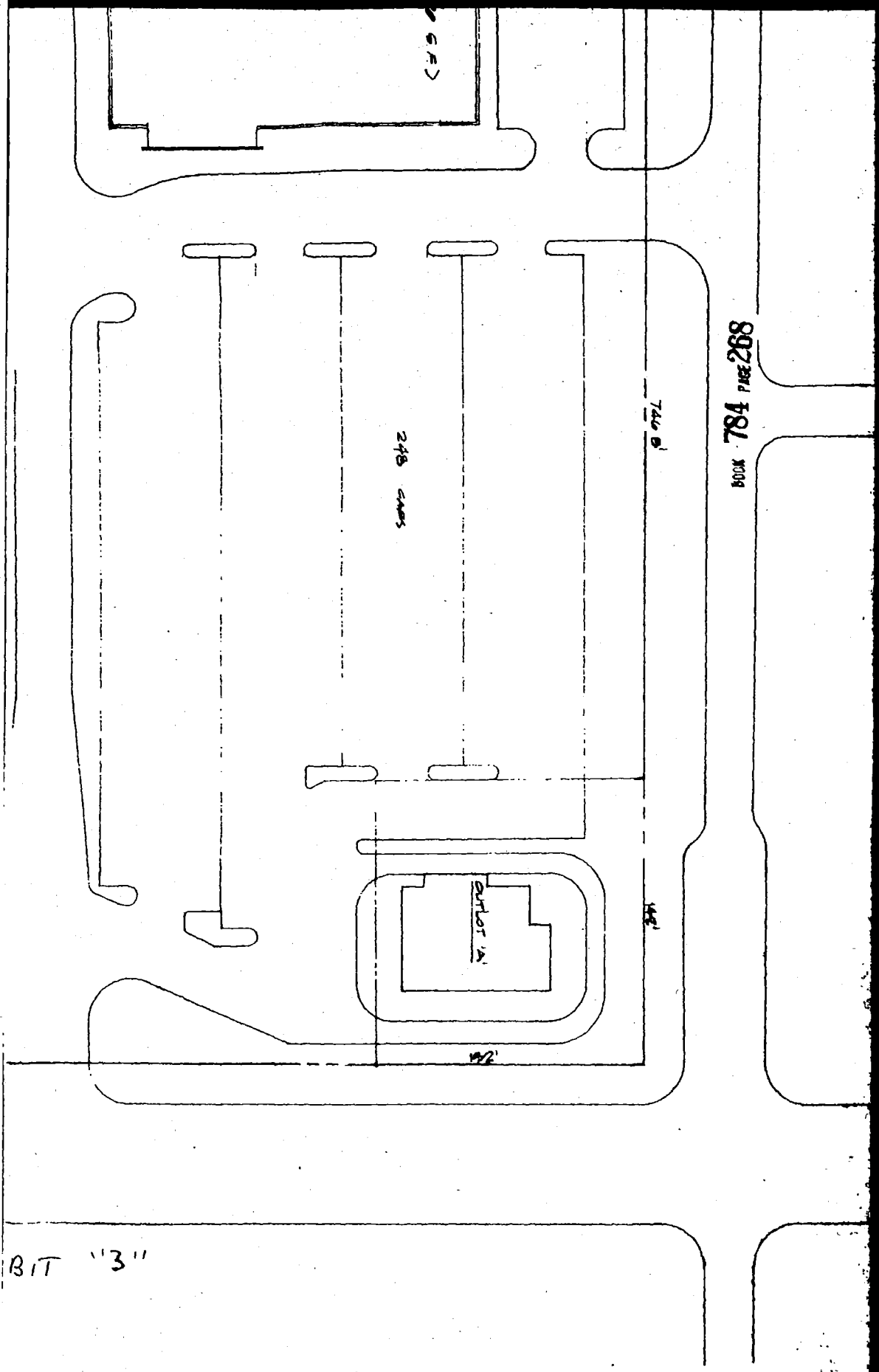


90th STREET

EXHIBIT



**how**  
 ASSOCIATES, INC  
 124 SOUTH 125TH AVE.



BOOK 784 PAGE 268

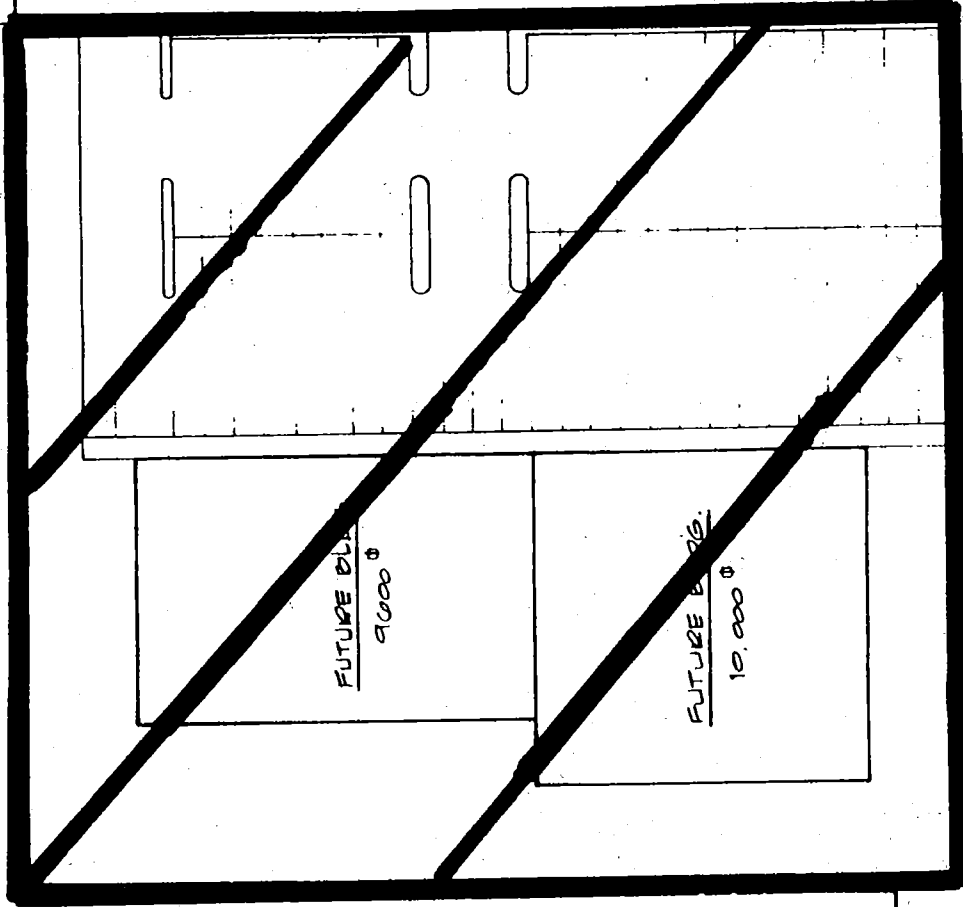
**velan**  
 NO. ARCHITECTS  
 BHAMA, MUMBAI



**THE LERNER COMPANY**  
 ONE OLD HILL  
 MUMBAI  
 DATE

BOOK 784 PAGE 269

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



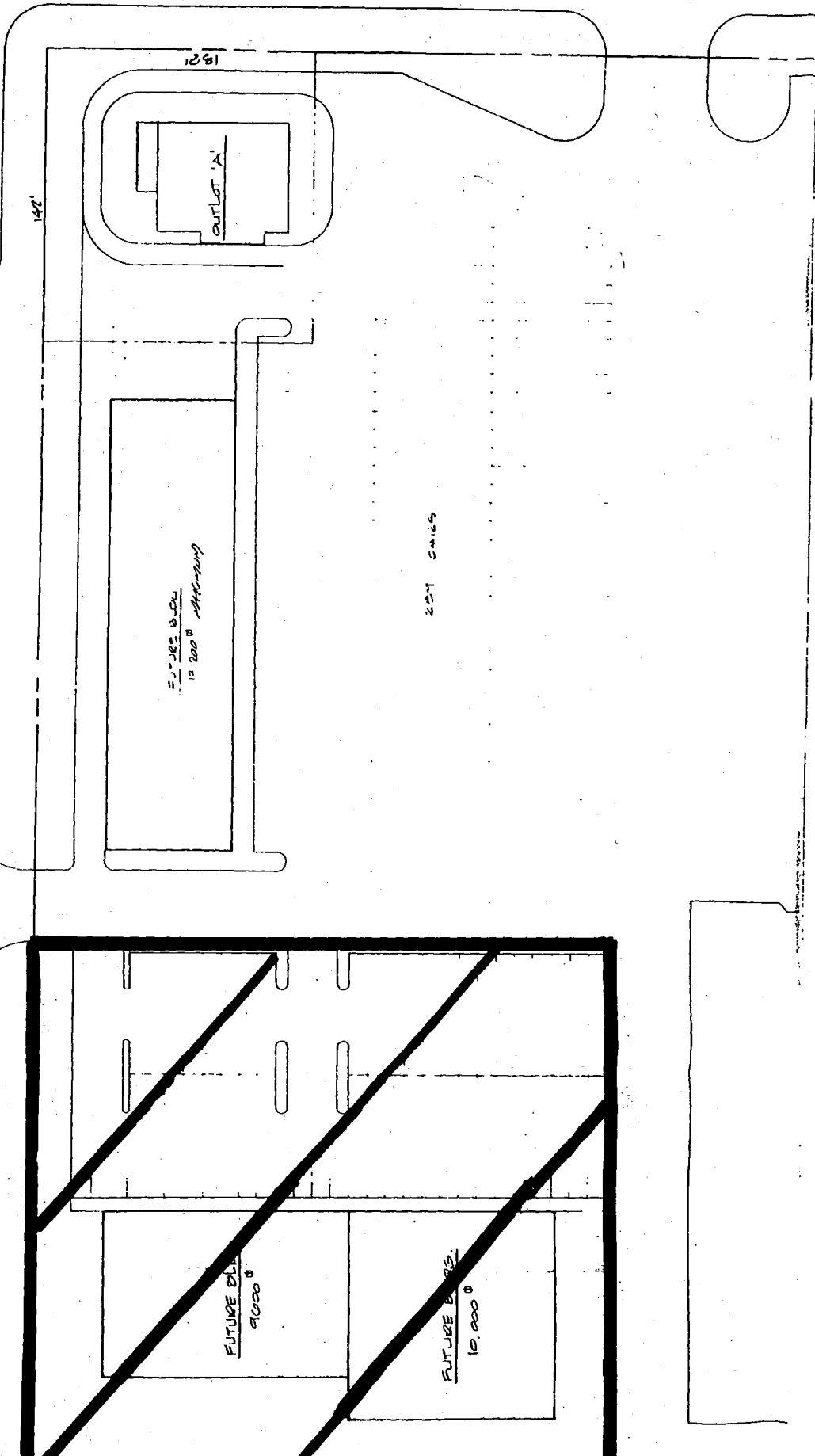
FUTURE BLDG.  
9,000 sq

FUTURE BLDG.  
10,000 sq

FOREST LAWN AVE

BOOK 784 PAGE 270

30 TH STREET



SITE PLAN  
SCALE: 1" = 50.0'

BUILDING SUMMARY	
SHOPS	: \$3,000 #
SHOPS	: 32,800 #
TOTAL	: 115,000 #
PARKING	= 617 CARS
RATIO	= 5.33 CARS/1000 #

EMERGENCY  
 WALK WAY  
 60 CARS

5-0-0-0  
 83,000 #

SITE PLAN  
 SCALE: 1"=50.0'



BOOK 784 PAGE 272

255 528'S

WEBER STREET

Exhibit "3a"

S.M.P.L.O.  
B3 000 #

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

BK 784 Del VK N 632/633/704/707 Fee 194.50  
24-683/684/685/699  
687/634 JV  
 PG 237-273 Indx Mr / Mr 20-16 NMC BC  
 OF Messiah Comp JV

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

14717  
 MISSC  
 1986

ASSUMPTION AGREEMENT

For valuable consideration, and pursuant to Section 3.03 of that certain Cross-Easement Agreement dated August 4, 1986 between ShopKo Stores, Inc., a Minnesota Corporation, and L C Development Co., a Nebraska Corporation, recorded in Book 784, Page 237 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska (the "Easement Agreement"), Taco Bell Corp., a California Corporation, (i) agrees not to use, occupy or allow any Occupant (as that term is defined in the Easement Agreement) of the property or any portion thereof described below to use or occupy such parcel or any portion thereof in any manner which would constitute a violation or breach of any of the easements, restrictions, provisions, and covenants contained in the Easement Agreement, and (ii) assumes and agrees to perform each and all of the obligations L C Development Co. and Lerner Omaha Partnership, a Nebraska Partnership, its successor in interest, under the Easement Agreement with respect to the following described property:

All of Lot 3 except the Southerly 16 feet thereof in ShopKo Acres, a Subdivision in the City of Omaha, Douglas County, Nebraska.

Dated: April 21, 1987  
BK 812 N 91-4961 C/O \_\_\_\_\_ FEE 5.50  
PG 218 N 91/495 PK DEL IN MC BS  
OF Mead COMP SR F/B 44-35650  
Taco Bell Corp.

7301  
M  
D

RECEIVED  
1987 APR 23 PM 1:01  
REG. OF DEEDS  
DOUGLAS COUNTY, NEBR.

By [Signature]  
Title \_\_\_\_\_  
**JAMES A. CHRONLEY**  
SENIOR VICE PRESIDENT

APPROVED AS TO  
FORM & CONTENT  
[Signature]  
[Signature]

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss.

The foregoing instrument was acknowledged before me this 21st day of APRIL, 1987 by JAMES A. CHRONLEY, SR. VICE PRESIDENT of Taco Bell Corporation, a California corporation, on behalf of the corporation.



[Signature]  
Notary Public  
**SHARON G. VANDENEYKEL**

RECEIVED  
1987 APR 23 PM 1:00

Taco Bell 3481

GERALD J. SWEENEY  
REG. CLERK OF DEEDS  
D. 1000

BOOK 812 PAGE 208

29

CROSS EASEMENT AGREEMENT

This is a Cross Easement Agreement dated as of April 23, 1987, between Lerner Omaha Partnership, a Nebraska General Partnership (the "Partnership") and Taco Bell Corp., a California Corporation (the "Purchaser").

PRELIMINARY STATEMENT

The Partnership is the record owner of the Parcel of Real Estate described on Exhibit "A" annexed (the "Shopping Center").

The Partnership's predecessor in interest, L C Development Co., a Nebraska Corporation, and ShopKo Stores, Inc., a Minnesota Corporation ("ShopKo") entered into a Cross-Easement Agreement dated August 4, 1986 and recorded on August 5, 1986 in Book 784 Page 237 of Miscellaneous Records of the Register of Deeds of Douglas County Nebraska (the "ShopKo Cross-Easement Agreement") with respect to the parcels of Real Estate more particularly described in the ShopKo Cross-Easement Agreement.

Contemporaneously with the execution of this Agreement the Partnership conveyed to the Purchaser the Parcel of Real Estate described on Exhibit "A" annexed (the "Outlot").

As part of the Purchaser's acquisition of the Outlot, the Partnership and the Purchaser have created mutual Cross Easements affecting their parcels and have imposed certain restrictions regarding the use of the Outlot and the Shopping Center.

For the purpose of (i) providing reciprocal easements for pedestrian and vehicular ingress and egress, (ii) establishing certain use restrictions governing the Outlot and the Shopping Center, and (iii) evidencing other agreements designed to create a unified shopping center complex, the Partnership and Purchaser have executed and exchanged this Agreement.

1300  
Taco  
In

BR 812 N 91-495749/10 FEE 51.00  
PG 208-217 N 91-495 DEL MC  
TERMS AND CONDITIONS comp. F/B 44-35655

In consideration of the foregoing Preliminary Statement and other valuable consideration, the receipt and adequacy of which is acknowledged, the Partnership and Purchaser agree as follows:

I. Definitions

A. The term "Occupant" shall mean and include each of the parties signatory to this Agreement (the "Parties"), their respective heirs, personal representatives, transferees, grantees, successors, assigns, mortgagees, and any person who from time to time shall be entitled to the use and occupancy of space located within the Shopping Center or the Outlot or any portion of either under any lease, sublease, easement, license, concession agreement, or other instrument or arrangement under which such rights are acquired.

B. The term "Building Area" means and includes all areas of the Shopping Center and the Outlot upon which Buildings or structures are erected.

C. The term "Common Areas" shall mean and include such areas of the Shopping Center and the Outlot which are from time to time devoted primarily for parking, approaches, exits, entrances, sidewalks, incidental and interior roadways, and service roads.

D. The term "Permittees" shall mean all Occupants and all customers, employees, agents, licensees, and business invitees of the Occupants.

E. The term "Shopping Center" shall mean the parcel of real estate more particularly described on Exhibit "A" annexed to this Agreement.

F. The term the "Outlot" shall mean the parcel of real estate more particularly described on Exhibit "A" annexed to this Agreement.

## II. Transfer of Easement Rights

To the extent necessary to confirm to the Purchaser the Easement rights and benefits conveyed and granted to the Purchaser under this Cross-Easement Agreement which are intended to be appurtenant to the Outlot, the Partnership hereby assigns and transfers to the Purchaser the easements, rights, and benefits created under the ShopKo Cross Easement Agreement as they relate and are appurtenant to the Outlot, expressly reserving to the Partnership and its transferees, successors and assigns all rights, benefits and easements under the ShopKo Cross Easement Agreement.

## III. Access Easements

A. Each of the Parties hereby grants to the Occupants and Permittees a nonexclusive easement over and upon those portions of their respective parcel which constitute, from time to time, Common Areas, for the purposes of pedestrian and vehicular ingress, egress, passage and traffic upon, over, across and through such Common Areas.

B. The Parties agree that free and unimpeded access between the Shopping Center and the Outlot shall be maintained at all times. No hedge, fence, wall or similar barrier will be constructed between the respective parcels, except for (i) curbing installed and designed to assist with traffic direction and control, and (ii) temporary barriers as may be reasonably necessary from a legal standpoint to prevent a public dedication of the Common Areas.

C. The Partnership agrees that the Outlot is the only outparcel that shall be operated or developed in the Shopping Center.

IV. Maintenance of Common Areas and Improvements

Each Party shall at its sole cost and expense repair, replace, and maintain the Common Areas and all buildings and structures within Building Areas (the "Improvements") from time to time located on their respective parcels. Such repairs, replacements and maintenance shall include, but shall not be limited to:

(i) Maintenance, repair and replacement of the surface and subsurface of any parking areas so as to maintain level, smooth and evenly covered parking areas with the type of materials originally used or such substitutes as will in all material respects be equal to such materials in quality, appearance and durability;

(ii) Maintenance, repair and replacement of all Improvements so that the same shall appear in good condition and repair at all times. Nothing in this paragraph shall be construed to preclude the demolition of an Improvement or to obligate either party to restore any Improvement destroyed by fire or other casualty; however, if such Improvement is not replaced then it shall be razed within a reasonable time and all debris removed and the areas seeded;

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

(iv) Removal from the Common Areas of papers, debris, ice, snow, refuse and other hazards to persons using such areas;

(v) Maintenance and replacement of parking area entrances and exits, and all parking areas as may be reasonably required from time to time.

(vi) Maintenance of all lighting equipment and facilities, and identification signs.

In the event that either Party shall fail to comply with the provisions of this Article IV, such Party being referred to as the "Defaulting Party", the other Party, 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, referred to as the "Deficiencies," in the Defaulting Party's performance. The Defaulting Party shall have thirty (30) days after receipt of such notice in which to correct the Deficiencies or in which to commence to correct the Deficiencies if the Deficiencies cannot be corrected within such thirty (30) day period, and thereafter to proceed diligently to complete the correction of the Deficiencies. In the event 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 the

Nondefaulting Party shall exercise such option and shall correct the Deficiencies, the Defaulting Party, promptly upon receipt from the Nondefaulting Party of an itemized invoice for the reasonable costs and expenses (including reasonable attorneys fees) incurred by the Nondefaulting Party in correcting the Deficiencies, shall pay all such costs together with interest thereon at the rate of fourteen percent (14%) from the date of such invoice to the date of payment to the Nondefaulting Party.

The record owner of the Outlot shall pay to the record owner of the Shopping Center or its agent within thirty (30) days of receipt of invoice from the record owner of the Shopping Center or its agent, a sum equal to thirteen and five - tenths percent (13.5 %) of all reasonable costs and expenses incurred by the record owner of the Shopping Center in connection with items (iv) and (v) of this Article IV. In the event such invoice is not paid when due, the amount of such invoice shall accrue interest at the rate of twelve (12%)/from the date of such invoice to the date of payment. per year

V. Use Restrictions

A. The Occupant of the Outlot agrees to conduct its business from the Outlot at all times in a reputable manner. The Occupant of the Outlot shall promptly comply with all laws and ordinances and lawful orders and regulations affecting the Outlot and its use and occupancy.

The Occupants and Permittees of the Outlot shall at all times comply with Article VI of the ShopKo Cross Easement Agreement and shall not permit any use of the Outlot which will violate the provisions of such Article VI.

B. The Partnership agrees for a period of twenty (20) years from the date of this Agreement not to lease any space within the Shopping Center or within any property presently owned or hereafter acquired by the Partnership within 1500 feet of the Shopping Center for a fast food Mexican Restaurant.

The Parties agree that the Improvements to be constructed on the Outlot (i) shall be limited to a single building, one (1) story in height not exceeding seventeen (17) feet from ground level; (ii) shall contain no more than 3,500 square feet of gross building area; and (iii) shall not include signs attached to the building which extend beyond the roof line of such building.

VI. Nature of Easements

A. Each and all of the easements and rights granted or created in this Agreement are appurtenances to the Shopping Center and the Outlot and none of the easements and rights may be transferred, assigned or encumbered except as an appurtenance to such parcels or portion thereof. For the purposes of such easements and rights, the

Shopping Center and the Outlot shall constitute the dominant estates, and the specific areas of portions of the Shopping Center and the Outlot which are burdened by such easements and rights shall constitute the servient estates.

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

(i) are made for the direct, mutual and reciprocal benefit of the Occupants and Permittees of the Shopping Center and the Outlot;

(ii) create mutual equitable servitudes upon each of the respective parcels in favor of the other parcel;

(iii) shall bind every person, association or entity having any fee, land contract, leasehold or other interest of any kind in either of the Parcels, or any portion thereof, at any time or from time to time to the extent that such parcel or portion thereof 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 or executed as to such Parcel or portion thereof.

C. The acceptance of any transfer or conveyance of title from any Party to this Agreement or its respective heirs, personal representatives, successors or assigns of all or any part of its interest in its respective Parcel shall be deemed to:

(i) require the prospective grantee to agree not to use, occupy or allow any Occupant or Permittee of such parcel or portion thereof to use or occupy such parcel or portion thereof in any manner which would constitute a violation or breach of any of the easements, restrictions, provisions, and covenants contained in this Agreement or in the ShopKo Cross Easement Agreement; and

(ii) 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 Parcel or portion thereof which will be conveyed to such prospective grantee, in each instance by a written instrument executed, acknowledged and recorded in the office of the recorder of deeds of the county in which the Shopping Center is located. Written notice of each such conveyance and agreement shall be served by the conveying party upon each party or entity then owning record fee title to any portion of the Shopping Center. Such notice shall be accompanied by a copy of the conveyance and assumption 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 or portion thereof so conveyed to such grantee in compliance



with the Agreement, but shall not be relieved from past obligations. The Parties 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. A grantee of a parcel or portion thereof comprising the Shopping Center or of the Outlot or portion thereof who is mortgagee or beneficiary under a deed of trust having a lien interest in such parcel or portion thereof shall have no personal liability or responsibility under this Agreement until and unless such mortgagee or beneficiary acquires record ownership or actually takes possession of such parcel or portion thereof.

#### VII. Enforcement

A. In the event of any violation by any Party, Permittee, or Occupant of any of the terms, restrictions, covenants and conditions of this Agreement, the other Party, or its respective heirs, personal representatives, 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 record owners of the parcels or portions thereof comprising the Shopping Center and the Outlot and to the persons or entity guilty of such violation or threatened violation.

B. 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 such notice period, or shall fail to commence to cure the default within such notice period, and thereafter, to proceed diligently to complete the curing of such default.

C. It is expressly agreed that a breach of this Agreement shall not entitle any Party to cancel, rescind or otherwise terminate this Agreement, but this limitation shall not, in any manner, emit or affect any other rights or remedies which the Parties may have by reason of any breach of this Agreement, including the recovery of reasonable attorneys' fees to the extent permitted by law.

#### VIII. Duration and Termination

The easements, covenants, conditions, restrictions and other provisions of this Agreement shall be perpetual. This Agreement, or any easement, covenant, restriction or undertaking contained herein, may be terminated, extended, modified, supplemented or amended as to any or all of the parcels or portions thereof comprising the Shopping Center and the Outlot only by the recordation of the appropriate document in the office of the recorder of deeds of the county in which the Shopping Center is located, executed by all of the record owners, as of the date of such document, of the parcels comprising the Shopping Center and the Outlot.

Nothing contained in the Agreement shall, or shall be deemed to, constitute a gift or dedication of any portion of the Shopping Center 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 be strictly limited to and for the purposes expressed herein.

IX: Miscellaneous

A. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective heirs, personal representatives, successors and assigns.

B. No waiver of any breach of any of the easements, covenants or agreements contained in this Agreement 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 or agreement.

C. 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.

D. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Party shall be considered a separate owner, and no Party shall have the right to act as an agent for the other Party, unless expressly authorized to do so herein or by separate written instrument signed by the Party to be charged.

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

F. All notices under this Agreement shall be deemed effective on the date mailed by U. S. mail, certified, return receipt requested, as follows (unless notice of a change of address is similarly served upon the other Party):

(i) If to the Partnership:

Lerner Omaha Partnership  
One Old Mill  
101 South 108th Avenue  
Omaha, NE 68154

(ii) If to the Purchaser:

Taco Bell Corp.  
17901 Von Karman Avenue  
Irvine, CA 92714  
Attention: Real Estate Dept.

Executed and dated as of the year and day first above written.

Lerner Omaha Partnership,

By [Signature]  
Jay R. Lerner, Partner

By [Signature]  
Salvadore Carta, Partner

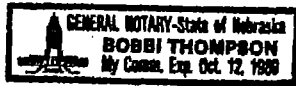
Taco Bell Corporation,  
a California Corporation

By [Signature]  
Title JAMES A. CHRONLEY  
SENIOR VICE PRESIDENT

APPROVED AS TO  
FORM & CONTENT  
[Signature]

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

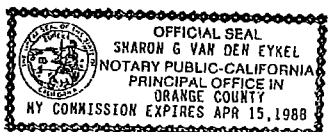
The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of April, 1987 by Jay R. Lerner and Salvadore Carta, Partners of Lerner Omaha Partnership, a Nebraska general partnership, on behalf of the partnership.



[Signature]  
Notary Public

STATE OF CALIFORNIA )  
                          ) ss.  
COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of April, 1987 by JAMES A. CHRONLEY, SR. VICE PRESIDENT of Taco Bell Corporation, a California corporation, on behalf of the corporation.



[Signature]  
Notary Public  
SHARON G. VANDEN EYKEL

EXHIBIT A

Shopping Center Legal Description

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, except the following parcel:

Lots 1 and 4 and one half of the vacated alley adjoining on the West, all in Block 222, Florence Addition to the City of Omaha, Douglas County, Nebraska as surveyed, platted and recorded.

The Shopping Center Parcel designated as Parcel A on the survey annexed to this Exhibit A is also described as :

Lot 2 and the Southerly 16 feet of Lot 3 in ShopKo Acres, a Subdivision in the City of Omaha, Douglas County, Nebraska.

Outlot Legal Description

Lots 1 and 4 and one half of the vacated alley adjoining on the West, all in Block 222, Florence Addition to the City of Omaha, Douglas County, Nebraska as surveyed, platted and recorded.

The Outlot designated on Parcel B on the survey annexed to this Exhibit A is also described as:

All of Lot 3 except the Southerly 16 feet thereof in ShopKo Acres, as platted and recorded in Douglas County, Nebraska. Nebraska.

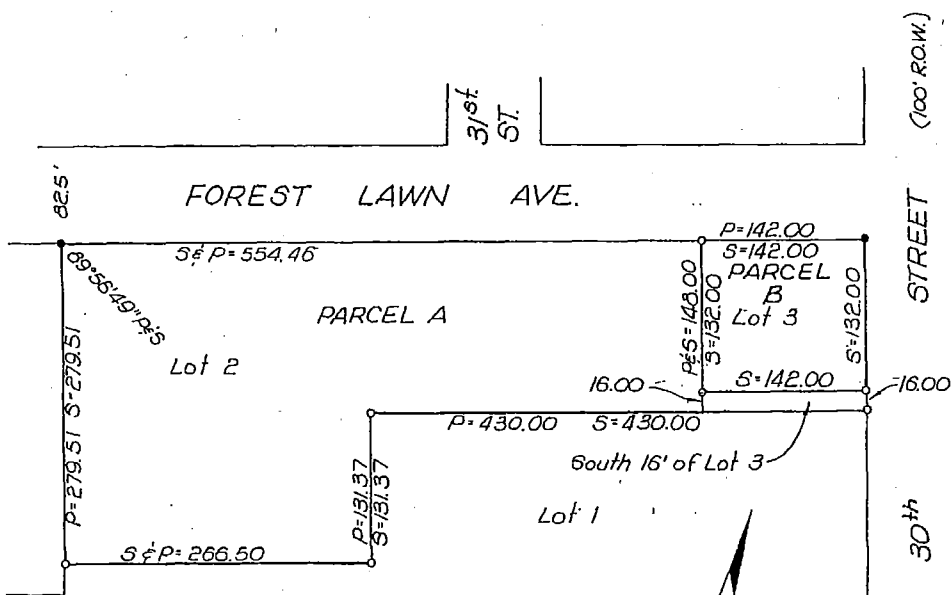
To The Office of  
County Surveyor and Engineer  
Douglas County

LAND SURVEYOR'S CERTIFICATE

I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

Legal Description: PARCEL A: LOT 2 TOGETHER WITH THE SOUTH 16.00 FEET OF LOT 3, SHOPKO ACRES, AS PLATTED AND RECORDED, DOUGLAS COUNTY, NEBRASKA.

PARCEL B: LOT 3 EXCEPT THE SOUTH 16.00 FEET OF LOT 3, SHOPKO ACRES, AS PLATTED AND RECORDED, DOUGLAS COUNTY, NEBRASKA.



- = Corners Found (3/4" Pinch Top Pipe)
- o = Corners Set (3/4" Pinch Top Pipe)
- P = Plat Dimension
- S = Survey Dimension

Scale: 1" = 100'

*Roderick S. Sutherland*  
Signature of Land Surveyor

DATE RECEIVED: \_\_\_\_\_ Date: 4-2-87 Reg. No. \_\_\_\_\_

THE SCHEMMER ASSOCIATES INC.  
ARCHITECTS - ENGINEERS - PLANNERS  
10833 OLD MILL ROAD  
OMAHA, NEBRASKA 68134  
TELEPHONE 3407303-4000

OFFICIAL ADDRESS: \_\_\_\_\_

BLDG. PERMIT NO. \_\_\_\_\_



"Attachment to Exhibit A"



MISC 2016031925



MAY 02 2016 12:44 P 9

Fee amount: 58.00  
FB: 44-35653  
COMP: SB

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
05/02/2016 12:44:29.00



2016031925

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Space above reserved for Recorder of Deeds certification :

Title of Document: First Amendment to Cross Easement Agreement

Date of Document: April 14, 2016

Grantor(s): Weber Place Baceline, LLC, a Colorado limited liability company

Grantee(s): Taco Bell Corp., a California corporation

Grantee's Mailing Address: 1 Glen Bell Way, Irvine, CA 92618

Legal Description: See Attached "Exhibit A"

Reference Document: Book 812 Page 208

L20154764 Chicago Title NS

(FOR INDEXING PURPOSES ONLY)

FIRST AMENDMENT TO  
CROSS EASEMENT AGREEMENT

TB 3481

THIS FIRST AMENDMENT TO CROSS EASEMENT AGREEMENT ("Amendment") is dated as of April 14, 2016 ("Effective Date") by and between WEBER PLACE BACELINE, LLC, a Colorado limited liability company ("Weber Place"), successor in interest to Lerner Omaha Partnership, and TACO BELL CORP., a California corporation ("Taco Bell").

RECITALS

- A. Weber Place is the record owner of the Parcel of Real Estate described on Exhibit "A" attached hereto (the "Shopping Center").
- B. Taco Bell is the record owner of the Parcel of Real Estate described on Exhibit "B" attached hereto (the "Outlot").
- C. Weber Place and Taco Bell entered into a Cross Easement Agreement dated April 23, 1987 recorded in Book 812, Page 208 (the "Cross Easement").
- D. Weber Place and Taco Bell desire to modify the Cross Easement.

AMENDMENT

- 1. This Amendment is effective as of the Effective Date.
- 2. The words used in this Amendment have the same meaning as in the Cross Easement.
- 3. Section V. B. is deleted in its entirety and replaced with the following:

"B. The Parties agree that the Improvements constructed on the Outlot (i) shall be limited to a single building, one (1) story in height not exceeding seventeen (17) feet from ground level; (ii) shall contain no more than 3,500 square feet of gross building area; and (iii) shall not include signs attached to the building which extend beyond the roof line of such building.

Notwithstanding the foregoing, if the Occupant of the Outlot elects to construct the Improvements located thereon substantially in accordance with the site plan depicted on Exhibit "C" attached hereto, then the height restriction set forth in clause (i) above shall be increased to a maximum of twenty-two (22) feet from ground level, with the Bell tower not to exceed twenty-four (24) feet from ground level, provided that (a) the building is consistent with the current design standards for a Taco Bell quick service restaurant, (b) the trees marked "Remove" on Exhibit C are removed in connection with

such construction, and the location of such trees remains free of any objects obstructing the view of the Shopping Center, and (c) such construction is commenced on or prior to December 31, 2016.”

4. The following is hereby added as Section V.C immediately following Section V.B:

“C. Taco Bell agrees that construction on the Outlot shall comply with the following:

(i) Taco Bell shall comply with all laws, rules and regulations, orders and ordinances of the City, County, State and Federal governments or any department thereof, and the provisions of this Agreement as the same may pertain to such construction.

(ii) All such work shall be completed with due diligence, so as to minimize interference with the operations of the Shopping Center and the occupants thereof.

(iii) Such work shall not obstruct the free flow of pedestrian or vehicular traffic within and to and from the Shopping Center, except for any reasonably necessary construction barriers that are used for the safety of the public.

(iv) If Taco Bell obtains "as-built" surveys with respect to the location of constructed buildings and other Improvements on the Outlot, Taco Bell shall provide copies of same to Weber Place promptly upon request.”

5. Section IX.F.(i) is deleted in its entirety and replaced with the following:

(i) If to Weber Place:

Weber Place Baceline, LLC  
1391 Speer Blvd., Suite 800  
Denver, CO 80204

(ii) If to Taco Bell:

Taco Bell Corp. (#3481)  
Attn: Property Management  
1 Glen Bell Way  
Irvine, CA 92618

6. Except as otherwise modified herein, the Cross Easement shall remain unchanged and in full force and effect.

**[The remainder of this page has been intentionally left blank]**



IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below in their respective acknowledgements.

WEBER PLACE BACELINE, LLC,  
a Colorado limited liability company

TACO BELL CORP.,  
a California corporation

By: Baceline Investments, LLC, a  
Colorado limited liability company  
Its: Manager

By: *[Signature]*

Name: Craig Zoeller

Name: Laurence Gerich  
Assistant Secretary

Title: Manager

Title:

Date: 4-14-16

Date: 4.6.16

State of Colorado )  
County of Denver ) ss.

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of April,  
2016 by Craig Zoeller, as Manager of Baceline Investments, LLC, a  
Colorado limited liability company, as Manager of Weber Place Baceline, LLC.

By: *[Signature]*  
Notary Public

KATHLEEN MARIE BRENNAN  
Notary Public  
State of Colorado  
Notary ID 20164010262  
My Commission Expires Mar 14, 2020

Commission Expires: 3/14/2020

State of California )  
County of See Attached ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2016 by \_\_\_\_\_, as \_\_\_\_\_ of  
Taco Bell Corp., a California corporation.

By: \_\_\_\_\_  
Notary Public

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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

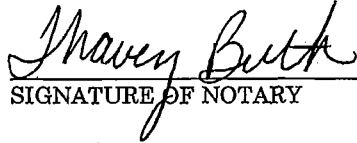
State of California

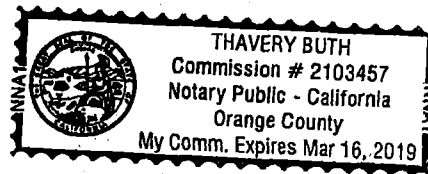
County of Orange

On April 6, 2016 before me, Thavery Buth, Notary Public, personally appeared Laurence Gerich, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal

  
SIGNATURE OF NOTARY



**EXHIBIT "A"**

**Shopping Center**

**(44-35653)**

Lot 3, Shopko Acres Replat 2, an Addition to the City of Omaha, Douglas County, Nebraska.

Together with easement for access as contained in the Access Easement by and between Weber Place LLC, a Nebraska limited liability company and Simmonds Properties, LTD, LLP, a Nebraska limited liability company dated September 30, 2010, recorded October 10, 2010, as Instrument No. 2010095723, Official Records, Douglas County, Nebraska.

**EXHIBIT "B"**

**Outlot**

All of Lot Three (3) except the Southerly 16 feet thereof in Shopko Acres, a Subdivision in the City of Omaha, Douglas County, Nebraska.

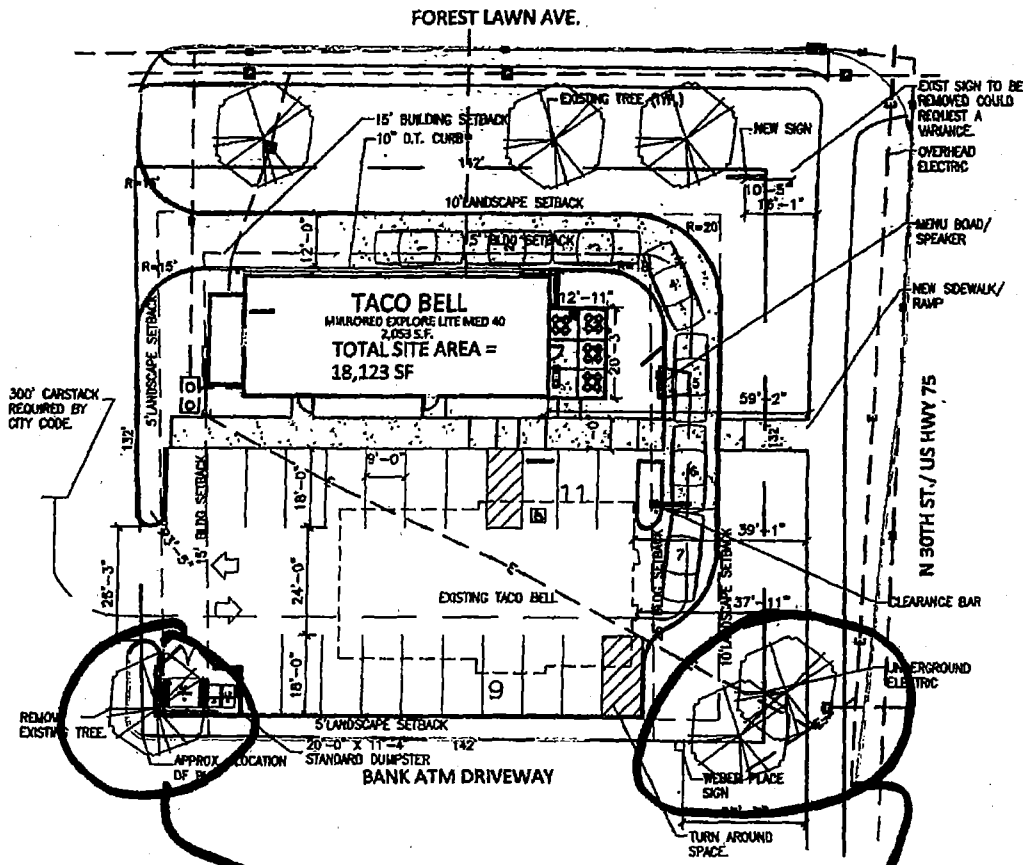
(44-35650)

**EXHIBIT "C"**

**Taco Bell Proposed New Site Plan and Tree Removal**

**[See Attached]**

# Exhibit "C"



300' CARSTACK  
REQUIRED BY  
CITY CODE

EXIST SIGN TO BE  
REMOVED COULD  
REQUEST A  
VARIANCE.

OVERHEAD  
ELECTRIC

MENU BOARD/  
SPEAKER

NEW SIDEWALK/  
RAMP

N 30TH ST./ US HWY 75

CLEARANCE BAR

UNDERGROUND  
ELECTRIC

TURN AROUND  
SPACE

JIMMY JOHNS

**Remove**

14023.070


CONTRACT DATE:  
BUILDING TYPE: EXP. L.  
PLAN VERSION: SEPT07  
SITE NUMBER:  
STORE NUMBER:

TACO BELL  
7519 NORTH 30th ST  
OMAHA, NEBRASA

PROPOSED SITE PLAN  
0' 10' 20' 40'  
1"=20.0'



To The Office of  
County Surveyor and Engineer  
Douglas County

This is to certify that I find no regular or special tax  
due or delinquent against the property as described in  
the Surveyor's Certificate and as shown by the records  
of this office:

4-20-87  
Date

Ray W. Scatler  
County Treasurer

LAND SURVEYOR'S CERTIFICATE

I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

Legal Description

PARCEL A: LOT 2 TOGETHER WITH THE SOUTH 16.00 FEET OF LOT 3, SHOPKO ACRES, AS PLATTED AND RECORDED, DOUGLAS COUNTY, NEBRASKA.

PARCEL B: LOT 3 EXCEPT THE SOUTH 16.00 FEET OF LOT 3, SHOPKO ACRES, AS PLATTED AND RECORDED, DOUGLAS COUNTY, NEBRASKA.

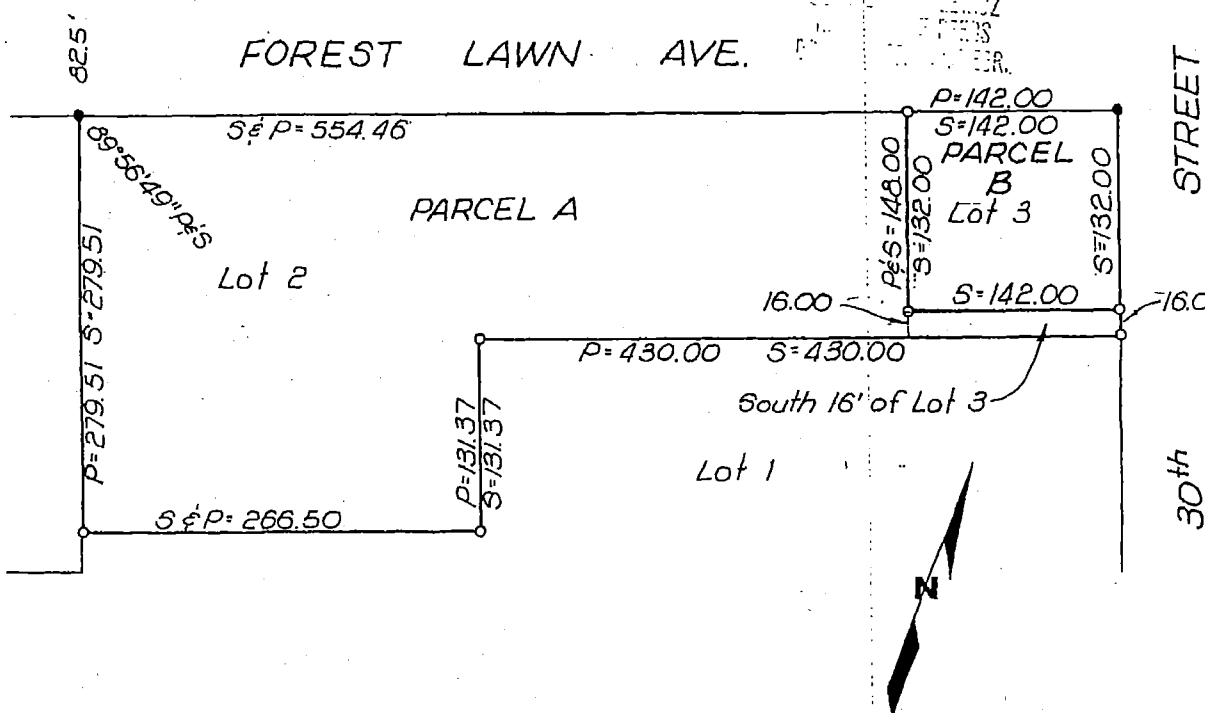
Approved as a subdivision of only two (2) lots with plat requirement waived per Section 7.08 Home Rule Charter of the City of Omaha, 1955. This subdivision approval is void unless filed and recorded with the County Register of Deeds within thirty (30) days of this date.

1186  
Parcel A

812 N 91-495/496 KP C/O FEE 6.00  
74 N 91/495 DEL JK MC  
OF Head COMP F/B 44-356500

4-21-87 Margaret BK  
Date Planning Director

RECEIVED  
1987 APR 21 PM 1:54



- = Corners Found (3/4" Pinch Top Pipe)
- o = Corners Set (3/4" Pinch Top Pipe)
- P = Plat Dimension
- S = Survey Dimension

Roderick S. Sutherland  
Signature of Land Surveyor

DATE RECEIVED: \_\_\_\_\_

Date: 4-2-87

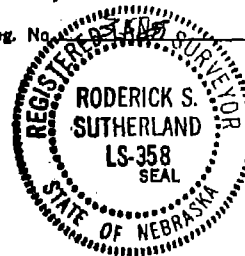
Reg. No. 3405

THE SCHEMMER ASSOCIATES INC.  
ARCHITECTS - ENGINEERS - PLANNERS

OFFICIAL ADDRESS:

10930 OLD MILL ROAD  
OMAHA, NEBRASKA 68134  
TELEPHONE (402) 393-4600

7410 No. 30th ST - Parcel A  
7516 No. 30th ST - Parcel B



BLDG. PERMIT NO. \_\_\_\_\_

(793)

TACO BELL CORP., a California corporation Owner (X)  
of the real estate described as follows, and hereafter referred to as "Grantor",

Lot Three (3), Shopko Acres as surveyed, platted and recorded in Douglas County, Nebraska.

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns referred to as "Grantee", a permanent right of way easement with rights of ingress and egress thereto, to construct, operate, maintain, replace and remove its underground electric facilities, consisting of cables, wires, conduits, manholes, drains, splicing boxes and other appurtenances, upon, over, along and under the following described real estate, to wit:

See sketch on the reverse side hereof for easement area.

BK 824 N 91-496 MB 10 FEE 10.50  
PG 711-712 91-495 DEL VK MO  
OF Mead COMP SA 55-650 over

CONDITIONS: The Grantor hereby grants to the District, its successors and assigns, the right, privilege and authority to clear all trees, roots, brush, and other obstructions from the surface and subsurface of said strip and to temporarily open any fences crossing said strip. Grantor agrees that grade shall not be reduced more than One foot (1') in elevation without the prior approval of the District. The Grantor understands that a single pole and appurtenances may be used to provide service to this property. Grantee agrees to use a reasonable effort not to interfere with Grantor's business operations on the Premises. In granting this easement, it is understood that said cables shall be buried below plow depth in order to not interfere with the ordinary cultivation of the strip. Damages to fences and growing crops arising from the construction and maintenance of the aforesaid system shall be paid for by the District. After exercising its easement rights, Grantee agrees to return the Premises to their original condition. The Grantor covenants that he/they has/have lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance. Nothing herein contained shall be deemed a gift or dedication to the public.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 3rd day of August, 19 87.

RECEIVED  
1987 AUG 26 AM 9:43  
GEORGE J. DUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

JAMES A. CHRONLEY  
SENIOR VICE PRESIDENT

August 4, 1987

APPROVED AS TO  
FORM & CONTENT  
BM

Distribution Engineer RJ Date 8-17-87

Property Management RZ Date 8-12-87

Section SW 28 Township 16 North, Range 13 East

Salesman Wilkins Engineer Wilkins Est. # 8701134 w.o. # 7258

COMPLETE APPROPRIATE ACKNOWLEDGEMENT ON REVERSE SIDE



CORPORATE ACKNOWLEDGEMENT

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF CALIFORNIA  
COUNTY OF ORANGE

STATE OF  
COUNTY OF

On this 5th day of August, 1987,  
before me the undersigned, a Notary Public in and  
for said County, personally came

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
before me the undersigned, a Notary Public in and  
for said County and State, personally appeared

JAMES A. CHRONLEY, Sr. Vice  
President of TACO BELL CORP.  
personally to me known to be the identical person(s)  
who signed the foregoing instrument as grantor(s)  
and who acknowledged the execution thereof to be  
his voluntary act and deed for  
the purpose therein expressed.

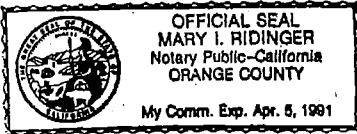
\_\_\_\_\_ personally to me known to be the identical person(s)  
and who acknowledged the execution thereof to be  
\_\_\_\_\_ voluntary act and deed for  
the purpose therein expressed.

Witness my hand and Notarial Seal at Orange  
County, CA in said County the day and year  
last above written.

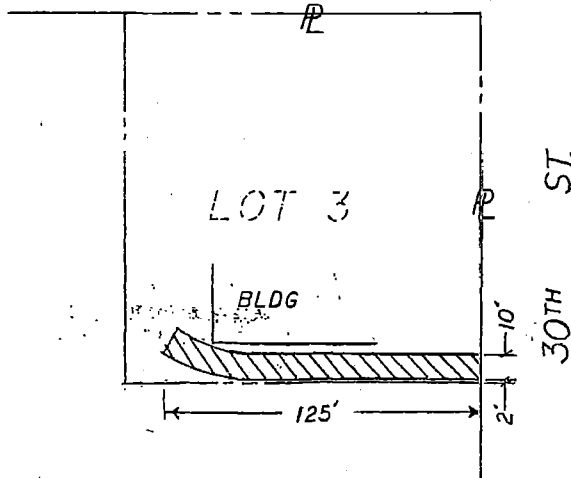
Witness my hand and Notarial Seal the date above  
written.

*Mary I. Ridinger*  
NOTARY PUBLIC  
MARY I. RIDINGER

\_\_\_\_\_  
NOTARY PUBLIC



FOREST LAWN AVE.



RETURN TO:  
OMAHA PUBLIC POWER DISTRICT  
1623 HARNEY ST. - RM. 401  
OMAHA, NE 68102

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

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

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

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

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

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

INTRODUCED BY COUNCILMEMBER

Steve N. Tomasek

APPROVED BY:

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

PASSED: JAN 28 1986 as amended

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

ATTEST:

Mary Young Corwin  
CITY CLERK OF THE CITY OF OMAHA

APPROVED AS TO FORM: DEPUTY CITY CLERK  
BY

Jim Surgen  
CITY ATTORNEY

2336 N.W. T

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

BK 913 N \_\_\_\_\_ C/O \_\_\_\_\_ FEE 87.00  
PG 109-125 N \_\_\_\_\_ DEL M MC WC  
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  
(127)*

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

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

Section 2. Obligations of the City.

The City shall:

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. Obligations of the Developer.

The Developer shall:

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

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

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

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

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

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

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

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

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

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

#### Section 4. Miscellaneous.

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

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

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

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

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

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

\*

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

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

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

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

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

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

Section 5. Authorized Representative.

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

(1) City of Omaha:

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

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

(2) Developer:

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

With copies to:

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

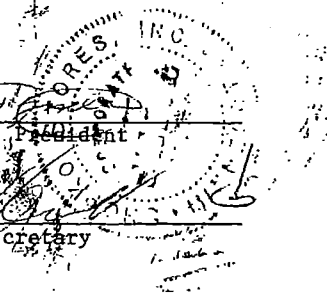
Either party may designate additional representatives or substitute representatives by giving written notice thereof to the designated representative of the other party.

Executed this 14th day of February, 1986.

DEVELOPER:  
SHOPKO STORES, INC.

By: [Signature]  
William J. Tyrrell, President

By: [Signature]  
William C. Hunt, Secretary



Executed this 14th day of February, 1986.

CITY OF OMAHA:

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

ATTEST:

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

APPROVED AS TO FORM:

[Signature: Ken Breyer]  
ASSISTANT CITY ATTORNEY

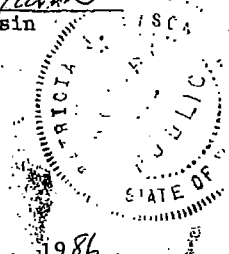


STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF BROWN )

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. Moran  
Notary Public, Wisconsin

My Commission Expires: Jan. 21, 1990

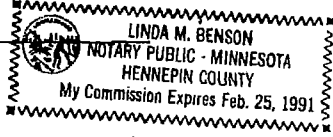


STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF HENNEPIN )

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 Ken 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 4 day of Feb, 1986.

Lawrence S. Primeau  
Notary Public

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



5047z

## EXHIBIT "A"

30th and Forest Lawn Area  
Redevelopment Site

The 30th and Forest Lawn Redevelopment Site is located southwest of 30th Street, and Forest Lawn Avenue, Omaha, Nebraska, and legally described as follows: Lots 1 through 8 inclusive and Lot 13, Block 220; the east 330.0 feet of Block 221; all of Block 222; all of Block 223; including all of 31st Street right-of-way adjacent to said Blocks 220, 221, 222 and 223; the north one-half of Weber Street right-of-way, west of 30th Street for 385.0 feet, and all of Weber Street right-of-way adjacent to Lots 1 through 6 and the east 33.5 feet of Lot 7, Block 222; all of Hanover Street right-of-way, west of 30th Street for 796.5; and the south one-half thereof, adjacent to the west 30 feet of Lot 7, and all of Lot 8, Block 220, Florence Addition, Douglas County, Nebraska. This approximately 12 acre site is in the eastern portion of the approximately 20 acre 30th and Forest Lawn Redevelopment Area, located between 30th Street and 33rd Street from Forest Lawn Avenue to Weber Street.

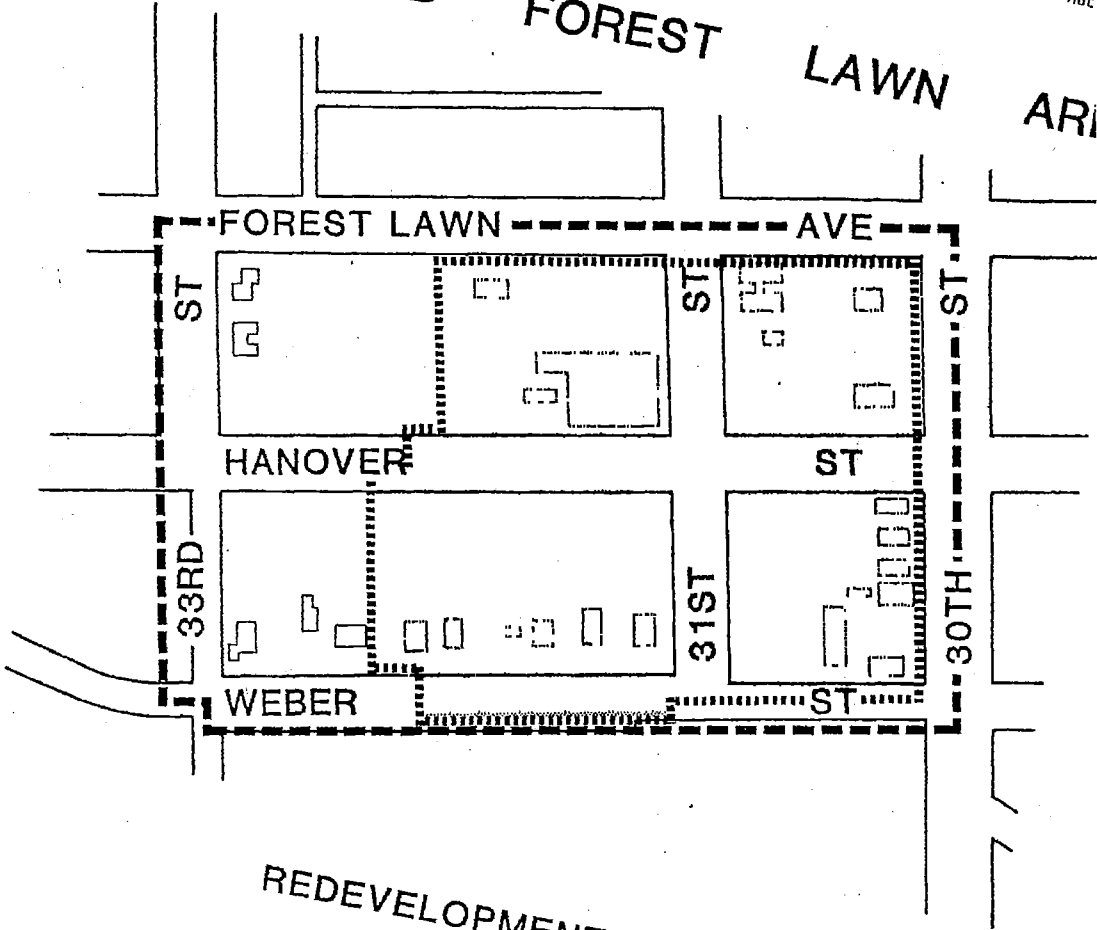
5048z

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

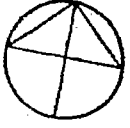
91-445 44-35650 OS



30TH AND FOREST LAWN AVE



REDEVELOPMENT SITE



1" : 200'



EXHIBIT "B"

30th and Forest Lawn Area  
Redevelopment Properties

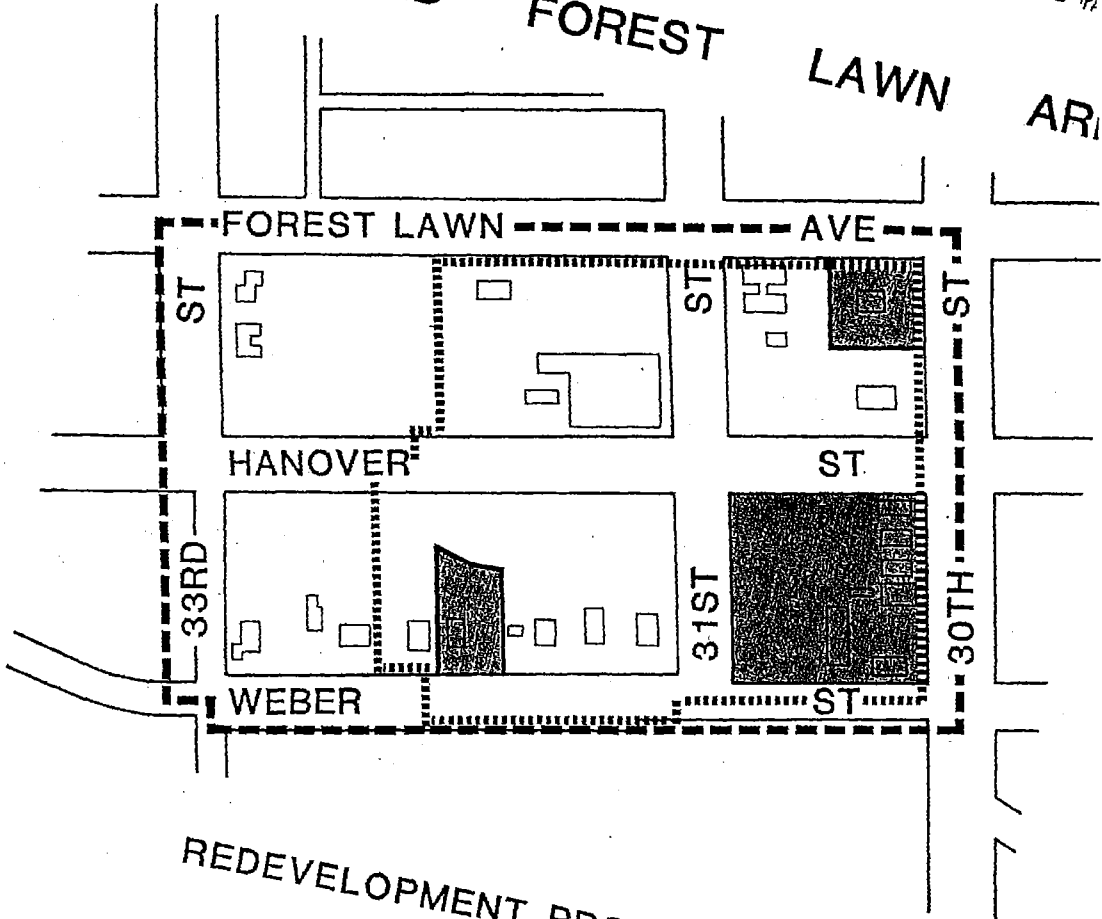
The following is a list of properties to be acquired in connection with the 30th and Forest Lawn Redevelopment Plan:

- . 3130 Weber: The irregular South 159.5 feet of Lot 5, and the irregular South 173.5 feet of Lot 6, Block 220, Florence Addition
- . 7406-08-12-16-20 North 30th Street and 3021 Hanover Street: All of Block 223, Florence Addition and 16.25 feet of vacated Weber Street adjacent.      24-1      44-12280 DS
- . 7516 North 30th Street: Lots 1 and 4, and one-half of vacated alley adjoining, Block 222, Florence Addition.

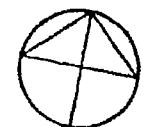
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EXHIBIT "B" BOOK 913 P. 72

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:

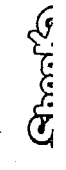
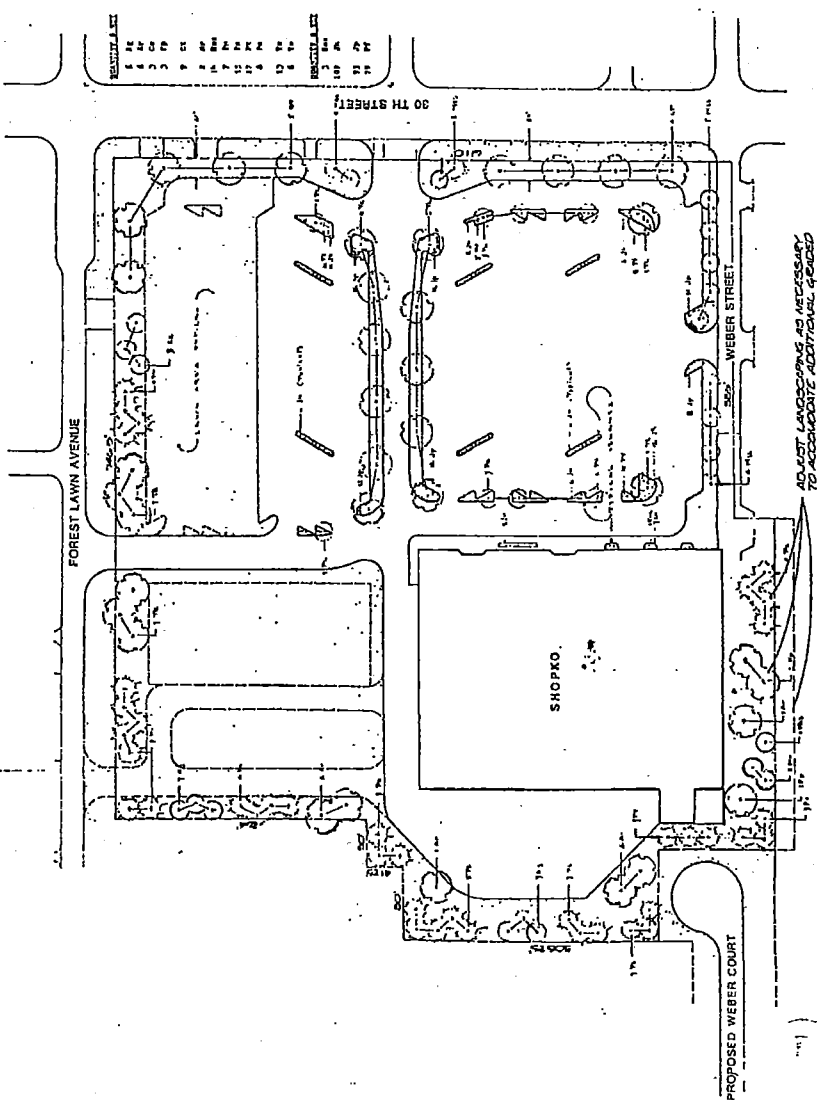
- . 33rd Street extension and paving from Weber Street, north to the end of existing pavement.
- . Weber Street paving and cul-de-sac from 33rd Street east approximately 300 feet.
- . 30th Street landscaping, sidewalks and street lighting from Forest Lawn Avenue to Weber Street.

5050z

EXHIBIT "D"

PLANT LIST

PLANT LIST	PLANT LIST
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3. Star Birch	3. Star Birch
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## 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

3047-5106-3159-3356  
ORDINANCE NO. 3 0888  
3341-139-140-141  
ORDINANCE approving a Redevelopment and Loan Agreement with Shopko Stores Inc., a Minnesota Corporation, and providing for an immediate, effective date, for the 30th and Forest Lane Redevelopment Area.

PRESENTED TO COUNCIL

1st Reading NOV 12 1985 Motion Passed

2nd Reading on 11/18/85 a public hearing at 3:00 reading on 12/3/85 carried 6-0

Hearing NOV 19 1985 Motion to business 3rd Reading & vote to 12/3/85 Carried 4-0

Final Reading DEC 3 1985 motion to let out 2 weeks to 12/17/85 carrying 6-0

DEC 17 1985 3246 motion let out 2 weeks to 12/31/85 carried 7-0

Mary Louisa Conant

CITY CLERK

SEE INSIDE

DEC 31 1985 #3341 motion to let out 4 weeks to 1/28/86 Carried 5-0

JAN 28 1986 #139 Motion & Read

#410 Amendment - approved

6-0 #141 Passed as

Amended 6-0