

DECLARATION OF RESTRICTIONS
AND

GRANT OF EASEMENTS

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DECLARATION OF RESTRICTIONS
AND GRANT OF EASEMENTS

THIS DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS ("Declaration") is made as of the 22nd day of May, 1981, by Kroh Brothers Development Company, a Missouri corporation ("First Party"), and Albertson's, Inc., a Delaware corporation ("Albertson's").

I. PRELIMINARY

I.1 Definitions:

(a) "Building Area": That area shown as Building Area on Exhibit "A".

(b) "Common Area": All those areas on each Parcel which are not Building Areas together with those portions of the Building Area on each Parcel which are not from time to time actually covered by a building or other commercial structure or cannot under the terms of this Declaration be used for buildings in order to retain the respective Common Area requirements set forth in Section 2.3.

(c) "Lienholder": Any mortgagee under a mortgage or a trustee or beneficiary under a deed of trust constituting a lien on any Parcel.

(d) "Parcel": Parcel 1, 2 or 3.

(e) "Prime Lessee": A leaseback lessee of a Parcel, its successors and assigns, but does not include sublessees, licensees or concessionaires of a Prime Lessee.

(f) "Restrictions": The easements, covenants, restrictions, liens, charges, obligations and benefits contained in this Declaration.

(g) "Shopping Center": Parcels 1, 2 and 3 collectively.

I.2 Parties: First Party is the owner of Parcels 1 and 3 and Albertson's is the owner of Parcel 2. The Parcels are located at the southeast corner of the intersection of 108th Street and West Maple Road, in the City of Omaha, County of Douglas, State of Nebraska, are more particularly described on Schedule 1 attached hereto and are shown on the Exhibit "A" attached hereto.

1.3 Purpose: The above owners plan to develop the Shopping Center as an integrated retail sales complex for the mutual benefit of all real property in the Shopping Center and, therefore, hereby establish the Restrictions.

II. BUILDING AND COMMON AREA DEVELOPMENT

2.1 Building Location: All buildings and other structures (except those permitted in Section 2.2 below) shall be placed or constructed upon the Parcels only in the Building Areas, provided, however, canopies and roof overhangs (including columns or pillars supporting them), normal foundations, and doors for ingress and egress may project from the Building Area into the Common Area. All the foregoing must comply with all applicable laws, rules, ordinances and regulations of all governmental authorities sharing jurisdiction.

2.2 Common Area: The Common Area may be used for vehicular driving, parking (except that there shall be no double-deck parking), pedestrian traffic, directional signs, sidewalks, walkways, and landscaping and for no other purposes unless otherwise specifically provided in this Declaration. No buildings or structures shall be placed or constructed in the Common Area except pylon and directional signs, as provided in Article IV, paving, bumper guards or curbs, landscape planters, lighting standards, and, to the extent that they do not impede access to the rear or sides of buildings, loading docks, trash enclosures, bottle storage areas and other service facilities. The Common Area may be increased with respect to all Parcels of the Shopping Center. The Common Area shall be improved, kept and maintained as provided for in that certain Common Area Maintenance Agreement among the parties covering the Shopping Center. Following the construction of any portion of the Common Area improvements, the sizes and arrangements of the Common Area improvements, including without limitation service drives and parking areas, striping, traffic directional arrows and signs, concrete bumpers, parking lot lighting, perimeter walls and fences, and landscaped areas together with necessary planting, may not be changed without the written consent of the owners of Parcels 1, 2 and 3.

2.3 Common Area Requirements: The Common Area for each Parcel shall not be less than three (3) times the square footage of floor area contained in all buildings (but excluding mezzanines therein) allowed to be built on that Parcel. There shall be provided on the Shopping Center at least the number of parking stalls for standardized American cars as are shown on Exhibit "A". It is understood that the areas designated Building Area for each Parcel on Exhibit A are only to show where buildings may be located; but the entire amount of Building Area so designated for any Parcel is not necessarily to be used for buildings. In the event the Exhibit "A" shows a maximum square foot area for a Parcel less than that permitted in this Section, the maximum shown on the Exhibit "A" shall control.

2.4 Type and Design of Building:

(a) Each building in the Shopping Center, now and in the future, shall be of first quality construction and architecturally designed so that its exterior elevation (including signs) and color will be architecturally and aesthetically compatible and harmonious with all other buildings in the Shopping Center. No building may be constructed nor the exterior of any existing building changed in any way (including without limitation signs and color) without the prior written approval of the owners of Parcels 1, 2 and 3, as to the exterior design, color and elevations of the building to be constructed or modified. The standard signs of Albertson's (but not its successors and assigns) as they may exist from time to time and the opening, closing, or relocation of any door, however, shall not require approval. Before construction of any structures or any modification of existing structures which requires approval is commenced, sufficient information shall be sent to the owners whose approval is required to enable the owners to make a reasonable determination. No owner may arbitrarily or unreasonably withhold its approval of the proposed building or modification if it is in conformity with the intent of this paragraph. An owner must approve or disapprove the proposal within thirty (30) days after receipt of the proposal, and if such owner disapproves the proposal, it shall provide a written explanation in reasonable detail of its reasons

for disapproving. If an owner rejects or disapproves the proposal and fails to provide such explanation within the thirty (30) day period, such owner shall be deemed to have approved same; provided that when the approval was sought, the one seeking the approval stated in writing to the one whose approval was sought that if a disapproval with explanation was not made within the thirty (30) day period, approval will then be deemed to have been given. If the proposal is disapproved as provided herein, then an alternate proposal may be submitted, which alternate proposal shall be handled in the same manner as the initial proposal.

(b) Every building shall be either equipped with automatic sprinkler systems which meet all the standards of the Insurance Services Office (or other similar local organization having jurisdiction) or shall be constructed in such a manner as not to adversely affect the fire rating of any building built upon any other Parcel. The purpose of this paragraph is to allow buildings built on each Parcel to be fire rated as separate and distinct units without deficiency charge.

(c) No building shall be built in such a manner as to adversely affect the structural integrity of any other building on the Shopping Center.

(d) All buildings shall be single story with mezzanine permitted and shall not exceed thirty-one (31) feet in height. No buildings on Pad A and Pad B shall exceed eighteen (18) feet in height.

III. EASEMENTS

3.1 Ingress, Egress, and Parking: Each owner hereto, as grantor, hereby grants to the other owners for the benefit of the other owners, their respective successors, assigns, tenants, employees, agents, customers and invitees, and the customers, employees and invitees of such tenants, and for the benefit of each Parcel belonging to the other owners as grantees, the right in common with each other of mutual nonexclusive ingress and egress by vehicular and pedestrian traffic and the right of vehicular parking upon, over and across the portion of the Common Area within the grantor's Parcels,

except for those areas devoted to loading docks, trash enclosures, bottle rooms and other service facilities permitted by Section 2.2 above. These reciprocal rights of ingress and egress shall apply to the Common Area for each Parcel as such area shall be increased pursuant to Section 2.2 above.

3.2 Utility Lines: Each owner hereto, as grantor, hereby grants to the other owners, for the benefit of the other owners and their Parcels, nonexclusive easements under, through and across the Common Area of the grantor's Parcel for water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephones or electrical conduits or systems, gas mains, other public utilities and service easements. All such systems, structures, mains, sewers, conduits, lines and other public utilities shall be installed and maintained below the ground level or surface of such easements. In the event it is necessary for the owner of a Parcel to cause the installation of a storm drain, utility line or sewer across the Common Area of another Parcel after the initial paving and improving thereof, the other owners shall not unreasonably withhold the granting of an additional easement or easements. The construction and use of such easement facilities shall not unreasonably interfere with the normal operation of any business in the Shopping Center. The grantee shall bear all costs related to the use of the easement and shall repair to the original specifications any damage to the Common Area resulting from such use. At any time and from time to time the owner of a Parcel shall have the right to relocate on its Parcel any utility line or facility installed pursuant to the foregoing grant of easement which is then located on the land of such owner, provided that any such relocation (a) shall be performed only after sixty (60) days notice of the owner's intention to undertake the relocation shall have been given to the owner of each Parcel served by the utility line or facility; (b) shall not unreasonably interfere with or diminish utility service to the Parcels served by the lines or facility; (c) shall not reduce or unreasonably impair the usefulness or function of the line or facility; and (d) shall be performed without cost or expense to the owner

or occupant of any Parcel served by the line or facility, and (c) the original and relocated area shall be restored to the original specifications.

3.3 Signs: Each owner, as grantor, hereby grants to the other owners, for the benefit of the other owners, easements under, through and across the Common Area for the purpose of installing and maintaining the free-standing pylon signs hereinafter referred to in Section 4.3 of this Declaration.

3.4 Building Encroachments: Each owner with respect to its Parcel hereby grants to the other owners for the benefit of the other owners and their respective Parcels, an easement for any portion of any buildings or structures on any Parcel which may encroach into or over an adjoining Parcel; provided the easement for footings, piers, piles, grade beams and building encroachments does not exceed two (2) feet and the easement for canopies, eaves, and roof overhangs does not exceed four (4) feet. The easements granted in this Section 3.4 shall survive this Declaration and shall last so long as the encroaching building is standing following its initial construction or following a reconstruction where such building is substantially restored to its prior condition following a casualty or condemnation.

IV. OPERATION OF COMMON AREA

4.1 Parking: There shall be no charge for parking in the Common Area without the prior written consent of the owners of Parcels 1, 2 and 3, unless otherwise required by law.

4.2 Employee Parking: Anything in this Declaration to the contrary notwithstanding, areas to be used for motor vehicle parking by employees of occupants of the Shopping Center may be designated within the Shopping Center from time to time by the prior written consent of the owners of Parcels 1, 2 and 3. In the event employee parking areas are designated as provided herein, then employees of any owner, lessee, or other occupant of any part of the Shopping Center shall use only those portions of the Common Area designated for such motor vehicle parking purposes. In no event shall employees park within 200 feet of the front of any building on the Shopping

Center. The authority herein granted shall be exercised in such manner as not to discriminate against any owner or commercial establishment in the Shopping Center.

4.3 Signs: One (1) free-standing sign may be erected at the location designated as "Center Pylon Sign" on Exhibit A hereto. Only one business on Parcel 2 and one business on either Parcel 1 or 3 shall have a designation on the sign, and the owner of those Parcels shall each pay one-half (1/2) of the cost of constructing and erecting the sign. In addition, the name of the Shopping Center shall be on the sign with the owners of Parcels 1 and 2 each paying one-half (1/2) of such designation. There shall be no other signs, except signs on buildings, in the Shopping Center.

4.4 Protection of Common Areas: Each owner and Prime Lessee shall have the right to take such steps as it deems necessary to prevent those persons not authorized by Section 3.1 to use the Common Area from using the Common Areas for ingress, egress and parking. Such steps shall include without limitation the construction of fences, walks or barricades along the boundary lines of any portion of the Shopping Center except along the Common boundary of any Parcel with any other Parcel.

V. RESTRICTIONS ON USE:

5.1 Food and Drug Restrictions: No portion of Parcel 1 or 3 shall be used as a supermarket (which shall be defined as any store or department containing at least 5,000 square feet of floor area, including aisle space and storage, primarily devoted to the retail sale of food for off-premises consumption), a bakery, a delicatessen, for the sale of fresh or frozen: meat, fish, poultry or produce for off-premises consumption, for the sale of alcoholic beverages for off-premises consumption, nor for the sale or offer for sale of any ethical pharmaceutical products requiring the services of a registered pharmacist.

5.2 Shopping Center Restrictions: No part of the Shopping Center shall be used as a theater, bowling alley, skating rink, bar, tavern, saloon (except that a cocktail lounge shall be permitted in a restaurant), adult (pornographic) book store, gym, automotive

repair facility, dance hall, billiard or pool hall, game parlor, massage parlor, warehouse, car wash or for the renting, leasing or sale of or displaying for the purposes of renting, leasing or sale of any motor vehicle or trailer, or for industrial purposes.

5.3 Location Restrictions: No part of the Shopping Center within one hundred twenty (120) feet of Parcel 2 shall be used as a restaurant; medical, dental, professional or business offices; health spa or studio; training or educational facility; or entertainment facility.

5.4 Driveup and Drive Through Facilities: No restaurant, bank, or other facility featuring vehicular driveup or drive through customer service shall be located in the Shopping Center unless Albertson's has first given its written consent, which shall not be unreasonably withheld, to the location, parking and drive lanes of such facility.

5.5 Mall Restrictions: There shall be no open or enclosed malls in the Shopping Center unless Albertson's and Second Party have first given their written consent, which shall not be unreasonably withheld, to the location of the entrance to such mall.

5.6 Severability: If any term or provision of this Article V or the application of it to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Article V or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Article V shall be valid and shall be enforced to the extent permitted by law.

VI. GENERAL PROVISIONS

6.1 Covenants Run With the Land: Each Restriction on each Parcel shall be a burden on that Parcel, shall be appurtenant to and for the benefit of the other Parcels and each part thereof, and shall run with the land.

6.2 Successors and Assigns: This Declaration and the Restrictions created hereby shall inure to the benefit of and be binding upon the owners and their successors and assigns; provided, however,

that if any owner sells any portion or all of its interest in any Parcel, such owner shall thereupon be released and discharged from any and all obligations as owner in connection with the property sold by it arising under this Declaration after the sale and conveyance of title.

6.3 Duration: Except as otherwise provided herein, the term of this Declaration shall be for sixty-five (65) years from the date hereof.

6.4 Injunctive Relief: In the event of any violation or threatened violation by any owner, lessee, or occupant of any portion of the Shopping Center of any of the terms, covenants and conditions of this Declaration, any or all of the owners of the property included within the Shopping Center, and Second Party and Albertson's as long as either of them are owners or occupants, shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Declaration and all remedies available under statute, law and equity.

6.5 Modification Provision: This Declaration may not be modified in any respect whatsoever or rescinded, in whole or in part, except with the consent of the Prime Lessees and the owners of the Parcels containing ninety percent (90%) of the total square footage of existing buildings in the Shopping Center at the time of such modification or rescission, and then only by written instrument duly executed and acknowledged by all of the required owners and Prime Lessees, duly recorded in the office of the Recorder of Douglas County, Nebraska. No modification or rescission of this Declaration shall affect the rights of any lienholder unless the lienholder consents in writing to the modification or rescission.

6.6 Method of Approval: Whenever the approval or consent of any owner is required, such approval or consent shall be exercised only in the following manner. Each Parcel shall have only one vote. The record owners and Prime Lessees of each Parcel shall agree among themselves and designate in writing to the record owners of each of the other Parcels a single person or entity who is entitled to cast

the vote for that Parcel. In the event the record owners and Prime Lessees of any Parcel cannot agree who shall be entitled to cast the single vote of that Parcel, that Parcel shall not be entitled to vote. In the event a Parcel is not entitled to vote, its consent or approval shall not be necessary. In the event Albertson's sells Parcel 2 and becomes the Prime Lessee thereon, Albertson's is hereby appointed the entity to cast the vote or give the consent for Parcel 2 on behalf of the owner thereof so long as Albertson's is the Prime Lessee or has a leasehold estate in Parcel 2, anything in this Declaration to the contrary notwithstanding.

6.7 Not a Public Dedication: Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Shopping Center to the general public or for the general public or for any public purposes whatsoever, it being the intention of the owners that this Declaration shall be strictly limited to and for the purposes herein expressed.

6.8 Breach Shall Not Permit Termination: It is expressly agreed that no breach of the Declaration shall entitle any owner to cancel, rescind or otherwise to terminate this Declaration, but such limitations shall not affect in any manner any other rights or remedies which such owner may have hereunder by reason of any breach of this Declaration. Any breach of this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Declaration shall be binding upon and be effective against any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

6.9 Notices: All notices to be given pursuant to this Declaration shall be in writing and must be given by United States certified or registered mail, postage prepaid, properly addressed to the owner of each Parcel (and any Prime Lessee where applicable) by name and address as shown on the then current real property tax rolls in Douglas County, Nebraska. All notices to Albertson's, Inc., shall be sent to it at P.O. Box 20, Boise, Idaho 83726, Attention: Legal Department.

6.10 Attorneys' Fees: In the event any entity which is entitled to the benefits of this Declaration brings an action at law or in equity to enforce or interpret this Declaration, the prevailing party in such action shall be entitled to recover from the other party its reasonable attorneys' fees and all court costs in addition to all other appropriate relief.

6.11 Sale & Sale-leaseback Purchaser.

(a) Notwithstanding anything to the contrary contained in this Declaration, it is expressly agreed that in the event Albertson's sells Parcel 2 to an unaffiliated third party and thereafter enters into a lease for such property with such third party (hereinafter referred to as the "SLB Lessor"), so long as Albertson's is in possession of the property as a leaseback lessee the parties hereto shall look solely to Albertson's (and Albertson's shall be liable therefor) for the performance of any obligations either Albertson's or the SLB Lessor shall have under this Declaration and the SLB Lessor shall be relieved of any obligation for the performance of or liability for the covenants, terms, agreements and restrictions set forth herein relating to either Albertson's or Parcel 2.

(b) If, as a result of any termination or expiration of the interest of Albertson's or its successors or assigns as leaseback lessee of Parcel 2 or any surrender thereof to the SLB Lessor or any nominee of the SLB Lessor which shall hold said interest for the benefit of the SLB Lessor, the SLB Lessor shall become liable for the performance of the thereafter accruing obligations under and pursuant to the terms of this Declaration, and if the SLB Lessor fails to perform any covenant, term, agreement, or condition contained in this Declaration upon its part to be performed, and if as a consequence of such default any other party to this Declaration shall recover a money judgment or other judicial process requiring the payment of money against the SLB Lessor, such judgment shall be satisfied only out of, and the sole and exclusive remedy of any such party shall be against, the proceeds of sale received upon execution of such judgment levied thereon against the right, title and interest of the SLB Lessor in Parcel 2 and out of the rents and other income

or revenue from such property receivable by the SLB Lessor, or out of the consideration received by the SLB Lessor from the sale or other disposition (including a condemnation) of all or any part of the SLB Lessor's right, title and interest in such property and the improvements thereon or out of the insurance proceeds received by the SLB Lessor respecting any casualty affecting the improvements on the property, and neither the SLB Lessor, nor any partner thereof shall be personally liable for such judgment nor for any deficiency in the payment of such judgment.

(c) Such judgment and the satisfaction thereof out of the proceeds of sale received upon the aforesaid execution and levy against the right, title and interest in Parcel 2 the improvements thereon and/or out of the aforesaid rents or other income or revenue, and/or out of the aforesaid consideration from the sale or other disposition thereof or said insurance proceeds shall in all events be subject to the lien of any first mortgage or deed of trust upon all or any portion of such property.

6.12 Phase II Development: The parties acknowledge that that portion of Parcel 1 shown on Exhibit "A" as "Area of Phase II Development" (hereinafter referred to as "Phase II") and more particularly described on Schedule II attached hereto is not currently owned by First Party. First Party intends to purchase Phase II. The parties hereto agree that upon the acquisition of Phase II by First Party, Phase II without any further action by the parties hereto shall be subject to and have the benefits of the provisions of this Declaration to the same extent as if Phase II were owned by First Party at the time this Declaration is executed and recorded.

EXECUTED as of the day and year first above written.

B
ALBERTSON'S, INC.,
a Delaware corporation

BY Michael L. Her
Senior Vice President

BY Margaret A. Crowley
Secretary

KROH BROTHERS DEVELOPMENT COMPANY,
a Missouri corporation

BY [Signature]
Vice President

BY A. T. White
Secretary

POOR INSTRUMENT FILED

STATE OF IDAHO)

) ss.

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County of Ada)

On this 22nd day of May, 1981, before me, the undersigned Notary Public in and for said State, personally appeared Michael F. Reuling and Minnie O. Armstrong, known to me to be the Senior Vice President and Secretary, respectively, of Albertson's, Inc., the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS MY HAND and official seal hereto affixed the day and year in this certificate first above written.

10/30/84
My Commission expires

Claudio P. Medina
Notary Public for Idaho
Residing at Boise, Idaho

STATE OF Kansas)
County of Johnson) ss.

On this 1 day of June, 1981, before me, the undersigned Notary Public in and for said State, personally appeared George D. Vane and A. T. Wheeler, known to me to be the Exec Vice Pres and President, respectively, of Kroh Brothers Development Company, the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS MY HAND and official seal hereto affixed the day and year in this certificate first above written.

June 19, 1984
My Commission expires:

George D. Vane
Notary Public for Idaho
Residing at Boise, Idaho

Overland Park, Kansas

POOR INSTRUMENT FILED

Schedule, I

#2202 North Maple

Parcel 1:

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LEGAL DESCRIPTION:

That part of the NW $\frac{1}{4}$ of Section 9, T15N, R12E of the 6th P.M., Douglas County, Nebraska described as follows: Commencing at the N.W. corner of the SW $\frac{1}{4}$ of said Section 9; thence S 89° 52' 45" E (Assumed bearing) on the North line of the SW $\frac{1}{4}$ of said Section 9, 50.00 feet; thence N 00° 00' 00" E on a line 50.00 feet East of and parallel to the West line of the NW $\frac{1}{4}$ of said Section 9, 306.61 feet; thence N 90° 00' 00" E, 85.00 feet; thence N 00° 00' 00" E on a line 135.00 feet East of and parallel to the West line of the NW $\frac{1}{4}$ of said Section 9, 91.49 feet to the point of beginning; thence continuing N 00° 00' 00" E on a line 135.00 feet East of and parallel to the West line of the NW $\frac{1}{4}$ of said Section 9, 260.52 feet to a point on the Southerly R.O.W. line of West Maple Road; thence S 89° 56' 26" E on the Southerly R.O.W. line of said West Maple Road, 44.40 feet; thence S 67° 18' 54" E on the Southerly R.O.W. line of said West Maple Road, 216.61 feet; thence S 00° 00' 00" W on a line 379.26 feet East of and parallel to the West line of the NW $\frac{1}{4}$ of said Section 9, 268.90 feet; thence S 90° 00' 00" W, 140.00 feet; thence N 00° 00' 00" E on a line 239.26 feet East of and parallel to the West line of the NW $\frac{1}{4}$ of said Section 9, 91.95 feet; thence S 90° 00' 00" W, 104.26 feet to the point of beginning. (Containing 1.57 acres more or less.)

Parcel 2:

LEGAL DESCRIPTION

That part of the W $\frac{1}{2}$ of Section 9, T15N, R12E of the 6th P.M., Douglas County, Nebraska described as follows: Commencing at the N.W. corner of the SW $\frac{1}{4}$ of said Section 9; thence S 89° 52' 45" E, 50.00 feet; thence N 00° 00' 00" E on a line 50.00 feet East of and parallel to the West line of said Section 9, 1.82 feet to the point of beginning; thence continuing N 00° 00' 00" E on a line 50.00 feet East of and parallel to the West line of said Section 9, 304.79 feet; thence N 90° 00' 00" E, 85.00 feet; thence N 00° 00' 00" E on a line 135.00 feet East of and parallel to the West line of said Section 9, 91.49 feet; thence N 90° 00' 00" E, 104.26 feet; thence S 00° 00' 00" W on a line 239.26 feet East of and parallel to the West line of said Section 9, 91.95 feet; thence N 90° 00' 00" E, 140.00 feet; thence N 00° 00' 00" E on a line 379.26 feet East of and parallel to the West line of said Section 9, 268.90 feet to a point on the Southerly R.O.W. line of West Maple Road; thence S 67° 18' 54" E on the Southerly R.O.W. line of said West Maple Road, 218.94 feet; thence S 00° 00' 00" W on a line 581.26 feet East of and parallel to the West line of said Section 9, 491.72 feet to a point on the North line of the SW $\frac{1}{4}$ of said Section 9; thence N 89° 52' 45" W on a line 533.00 feet East of and parallel to the West line of said Section 9, 279.50 feet; thence N 89° 52' 45" W on a line 279.50 feet South of and parallel to the North line of the SW $\frac{1}{4}$ of said Section 9, 157.00 feet; thence N 00° 00' 00" E on a line 376.00 feet East of and parallel to the West line of said Section 9, 282.00 feet; thence N 90° 00' 00" W, 326.00 feet to the point of beginning. (Containing 261,532 Sq. Ft. more or less.)

Parcel 3:

LEGAL DESCRIPTION:

That part of the W $\frac{1}{2}$ of Section 9, T15N, R12E of the 6th P.M., Douglas County, Nebraska described as follows: Commencing at the N.W. corner of the SW $\frac{1}{4}$ of said Section 9; thence S 89° 52' 45" E on the North line of the SW $\frac{1}{4}$ of said Section 9, 50.00 feet; thence N 00° 00' 00" E on a line 50.00 feet East of and parallel to the West line of the NW $\frac{1}{4}$ of said Section 9, 1.82 feet to the point of beginning; thence S 00° 00' 00" W on a line 50.00 feet East of and parallel to the West line of said Section 9, 281.32 feet; thence S 89° 52' 45" E on a line 279.50 feet South of and parallel to the North line of the SW $\frac{1}{4}$ of said Section 9, 326.00 feet; thence N 00° 00' 00" E on a line 376.00 feet East of and parallel to the West line of the SW $\frac{1}{4}$ of said Section 9, 282.00 feet; thence N 90° 00' 00" W, 326.00 feet to the point of beginning. (Containing 2.11 acres more or less.)

FROM INSTRUMENT FILED

RECEIVED

1981 JUN -8 PM 4:04

C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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EX. 11111

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Compd

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