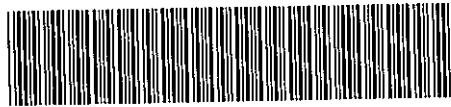




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By

RICHARD N. TAKECINI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

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**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (the "Easement Agreement"), made and entered into this 20th day of April, 1999, by and between Mikes Investment Company, a Nebraska partnership ("Grantor"), and Omaha Great Empire Broadcasting, Inc., a Nebraska corporation ("Grantee").

**WITNESSETH**

WHEREAS, Grantor is the owner of certain real property situated in Douglas County, Nebraska, legally described on the attached Exhibit "A" ("Grantor's Property"); and

WHEREAS, Grantee is the owner of certain real property situated in Douglas County, Nebraska, legally described on the attached Exhibit "B" ("Grantee's Property"), upon which is situated a radio transmission tower (the "Tower"); and

WHEREAS, one of the guy wires supporting such Tower is located in part on and over Grantor's Property; and

WHEREAS, Grantor is willing to grant an easement to Grantee to maintain such guy wire and related facilities upon and over Grantor's Property upon the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of One Dollar (\$1.00), the covenants herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

- Grantor hereby grants to Grantee, subject to the terms and conditions of this Easement Agreement, a non-exclusive easement (the "Easement") over and upon that portion of Grantor's Property designated as the "Easement Area" on the attached Exhibit "C", for the sole purpose of installing, operating, using, maintaining, inspecting, repairing, and replacing Grantee's existing guy wire, guy wire anchors, fencing and related facilities and all alterations, additions and replacements thereto (the "Improvements"), including the right of ingress and egress for such purposes as are allowed hereby and the right to trim and remove trees and other vegetation necessary or desirable for such purposes as are allowed hereby. Grantor agrees that it will not construct any structure or other improvement upon the Easement Area nor will Grantor fence the Easement Area or otherwise prohibit access thereto by

Grantee. The Easement granted herein shall continue so long as Grantee maintains the Tower or any replacement tower on Grantee's Property (including periods of removal, reconstruction, repair and replacement thereof). Upon termination of this Easement, Grantee shall forthwith remove any and all of the Improvements from the Easement Area, and to restore the Easement Area to substantially the same condition as existed prior to the construction of such Improvements:

2. Grantee agrees to indemnify Grantor, and Grantor's successors and assigns, from any and all loss, damage or liability to any person or entity whatsoever which arises out of or is in any manner connected with the use of the Easement Area by Grantee or the construction, operation, use, maintenance, inspection, repair or replacement of any or all of the said Improvements thereon by Grantee, including reasonable attorneys' fees and court costs arising therefrom. To the extent obligations arise under this indemnity during the term of the Easement Agreement, this indemnity shall survive the termination of this Easement Agreement. Upon conveyance by Grantee of Grantee's Property, or the portion of Grantee's Property that is benefitted by the Easement, Grantee shall have no further obligation to Grantor under this indemnity, which indemnity shall become the obligation of Grantee's successors.

3. Grantee agrees that it will at all times hereinafter maintain said Improvements in good order and repair and in compliance with all applicable laws, ordinances, regulations and codes at Grantee's sole cost and expense. Grantor agrees to reasonably cooperate with Grantee in Grantee's pursuit of any applicable permits, licenses and governmental approvals relating to the continued use and operation of a radio transmission tower on Grantee's Property, provided that Grantor shall not be required to incur any expense in connection with such cooperation.

4. Notwithstanding anything to the contrary contained herein, Grantee shall not, by reason of this Easement Agreement, be obligated to pay any real estate taxes or special assessments levied against the Easement Area or Grantor's Property.

5. Any mortgage or deed of trust, or lease upon Grantor's Property shall be subject and subordinate to the terms of this Easement Agreement and the Easement created hereby. Any party foreclosing any such mortgage or deed of trust shall foreclose the same subject to all of the terms of this Easement Agreement and the Easement created hereby.

6. No delay or omission on the part of any party hereto, in the exercise of any right accruing on any default of any other party shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any party of a breach or a default in the observance or performance of any of the terms and conditions of this Easement Agreement by either party shall not be construed to be a waiver of any subsequent breach or default of the same or any other provision of this Easement Agreement. No breach, whether or not material by Grantee, of the obligations imposed upon Grantee hereunder shall entitle Grantor to cancel, rescind or otherwise terminate this Easement Agreement.

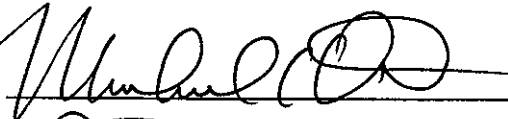
7. If any provision or portion of this Easement Agreement, or the application thereof to any persons or circumstances shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Easement Agreement or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby; the remainder of this Easement Agreement shall be given effect as if such invalid or inoperative portion had not been included; it shall not be deemed that any such invalid provision affects the consideration for this Easement Agreement; and each provision of this Easement Agreement shall be valid and enforceable to the full extent permitted by law. This Easement Agreement shall be construed and governed in accordance with the laws of the State of Nebraska.


8. The Easement granted herein shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

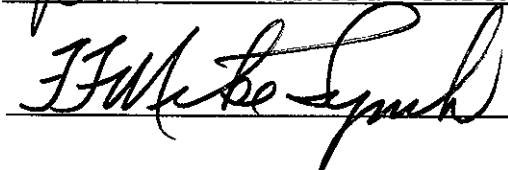
9. This Easement Agreement may not be modified or amended except by a writing executed and delivered by the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Easement Agreement the day and date first above written.

Mikes Investment Company


By: 

Its:  General Partner

By: 

Its: General Partner

Omaha Great Empire Broadcasting, Inc.

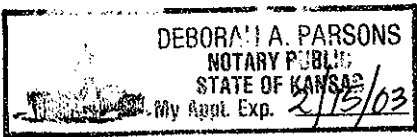
By: 

Its: Vice President

ACKNOWLEDGMENTS

STATE OF KANSAS )  
 ) ss.  
COUNTY OF SEDGWICK )

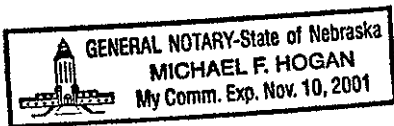
The foregoing Easement Agreement was acknowledged before me, a Notary Public, this 22nd day of April, 1999, by Michael C. Oatman and F.F. Mike Lynch, the general partners of Mikes Investment Company, a Nebraska partnership, on behalf of the Partnership.



Deborah A. Parsons  
Notary Public

STATE OF Nebraska )  
 ) ss.  
COUNTY OF Douglas )

The foregoing Easement Agreement was acknowledged before me, a Notary Public, this 20th day of April, 1999, by Kenneth L. Fearnow, the Vice President of Omaha Great Empire Broadcasting, Inc., a Nebraska corporation, on behalf of the Corporation.



Michael F. Hogan  
Notary Public

CONSENT OF LENDER

The undersigned, SECURITY NATIONAL BANK OF OMAHA ("Lender"), being the trustee and beneficiary of a certain deed of trust dated July 13, 1993, and recorded in the Office of the Register of Deeds for Douglas County, Nebraska, on August 4, 1993, in Book 4110, at Page 522, Mortgage Records (the "Deed of Trust"), hereby consents to the foregoing Easement Agreement, and hereby agrees that the Deed of Trust shall be subject and subordinate to the foregoing Easement Agreement in all respects and at all times. In the event of any foreclosure of the Deed of Trust or any acquisition of Grantor's Property (or any part thereof) by Lender or any successor-in-interest to Lender, the foregoing Easement Agreement and the rights and privileges of Grantee thereunder shall not be disturbed and shall remain in full force and effect, and Lender and its successors-in-interest shall abide and be bound by the foregoing Easement Agreement and all terms and conditions thereof.

Dated this 20 day of April, 1999.

Lender:

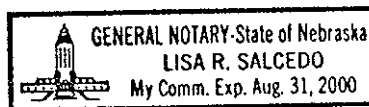
SECURITY NATIONAL BANK OF OMAHA

By: [Signature]
Name: Vince Pille
Title: Exec. Vice Pres.

STATE OF NEBRASKA )
) ss.
COUNTY OF DOUGLAS )

The foregoing [Signature] Consent of Lender was acknowledged before me, a Notary Public, this 20 day of April, 1999, by Vince Pille, the Executive Vice President of Security National Bank of Omaha, a Nebraska Corporation, on behalf of the Lender.

[Signature]
Notary Public



**EXHIBIT A**

**LEGAL DESCRIPTION**

Lots 1 and 2, Block 99, in Benson, Douglas County, Nebraska, except the South 200.00 feet of said Lots 1 and 2 and except the East 17 feet of said Lot 1, together with the South ½ of vacated Browne Street adjoining on the North and the East ½ of vacated 73<sup>rd</sup> Street adjoining on the West.

Described as:

The North 430 feet of the South 660 feet of the West 613 feet of the East 660 feet of the Northeast Quarter of the Northeast Quarter of Section 2, Township 15 North, Range 12 East of the 6th P.M., in the City of Omaha, Douglas County, Nebraska.

✓ 10/15

EXHIBIT B

LEGAL DESCRIPTION

The South 255 feet of the East 430 feet of the Southwest Quarter of the Southeast Quarter of Section 35, Township 16 North, Range 12 East of the 6<sup>th</sup> P.M., Douglas County, Nebraska, together with part of Tax Lots 1 and 2 in the West Half of the Northeast Quarter of Section 2, Township 15 North, Range 12 East of the 6<sup>th</sup> P.M., an Addition to the City of Omaha, Douglas County, Nebraska, together with the North 450.00 feet of Block 102, Benson, in Douglas County, Nebraska, together with part of vacated 73<sup>rd</sup> Street, part of vacated 75<sup>th</sup> Street and part of vacated Browne Street adjoining said Block 102, all more particularly described as follows: Beginning at the Northeast corner of the West Half of the Northeast Quarter of said Section 2 said point of beginning also being the Northeast corner of said Tax Lot 1; thence South 00 Degrees 01 Minutes 06 Seconds East (assuming the West line of said Tax Lot 1 to bear North and South) 622.00 feet on the East line of said Tax Lot 1 to the centerline of vacated Browne Street; thence North 89 Degrees 53 Minutes 48 Seconds East 659.73 feet on the centerline of vacated Browne Street to the centerline of vacated 73<sup>rd</sup> Street; thence South 00 Degrees 00 Minutes 32 Seconds West 480.00 feet on the centerline of vacated 73<sup>rd</sup> Street; thence South 89 Degrees 53 Minutes 48 Seconds West 739.88 feet on a line 480.00 feet South of and parallel to the centerline of vacated Browne Street to a point 350.00 feet East of the West line of said Tax Lot 1; thence South 32 Degrees 14 Minutes 29 Seconds West 562.34 feet to a point 50.00 feet East of the West line of said Tax Lot 1; thence West 50.00 feet to a point on the West line of said Tax Lot 1 said point being 955.00 feet South of the westerly extension of the centerline of vacated Browne Street; thence North 1576.62 feet on the West line of said Tax Lot 1 to the Northwest corner of said Tax Lot 1; thence continuing North 255.04 feet on the East line of Lot 12 of Sunset West Second, a subdivision in said Douglas County, Nebraska to the Northeast corner of said Lot 12; thence North 89 Degrees 52 Minutes 10 Seconds East 429.81 feet on the North line of the South 255 feet of the East 430 feet of the Southwest Quarter of the Southeast Quarter of said Section 35 to the East line of the Southwest Quarter of the Southeast Quarter of said Section 35; thence South 00 Degrees 03 Minutes 00 Seconds East 254.86 feet on the East line of the Southwest Quarter of the Southeast Quarter of said Section 35 to the point of beginning.

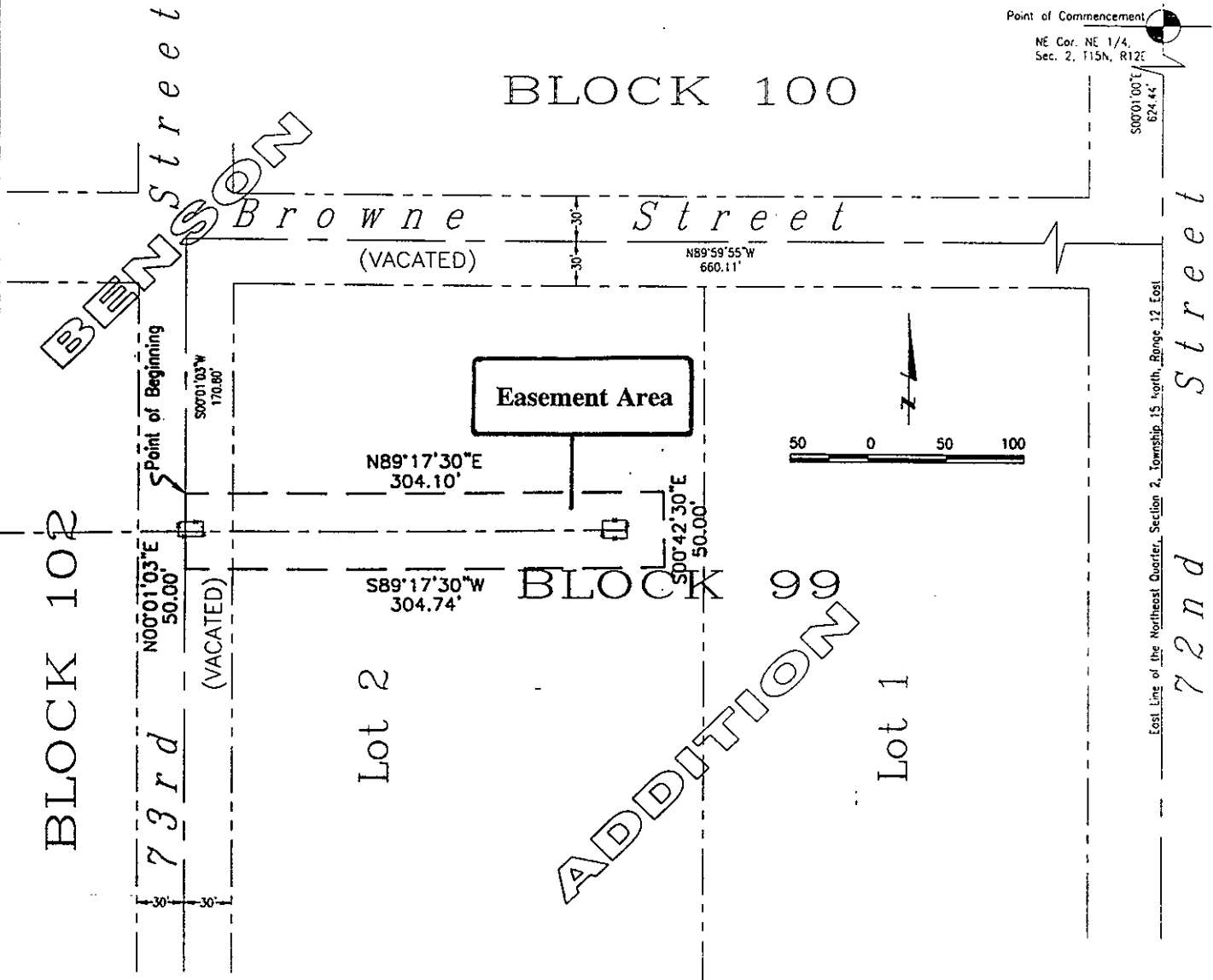
(Block 102 is vacated by Vacation of Block 102, dated and filed April 28, 1909 in Book 26 at Page 640, Miscellaneous Records, Douglas County, Nebraska.)

SW SE  
NW NE  
SW

**LEGAL DESCRIPTION**

An easement for the use and maintenance of a radio tower guy wire and anchor over that Part of Lot 2, Block 99, BENSON ADDITION a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, Together with part of the east half of vacated 73rd Street, described as follows:

Commencing at the northeast corner of the Northeast Quarter of Section 2, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska;  
 Thence South 00°01'00" East (assumed bearings) for 624.44 feet along the east line of the said Northeast Quarter of Section 2 to the extended centerline of vacated Browne Street;  
 Thence North 89°59'55" West for 660.11 feet along the centerline of vacated Browne Street to the centerline of vacated 73rd Street;  
 Thence South 00°01'03" West for 170.80 feet along the centerline of vacated 73rd Street to the TRUE POINT OF BEGINNING;  
 Thence North 89°17'30" East for 304.10 feet;  
 Thence South 00°42'30" East for 50.00 feet;  
 Thence South 89°17'30" West for 304.74 feet;  
 Thence North 00°01'03" East for 50.00 feet TO THE POINT OF BEGINNING.  
 Contains 0.35 acre.



**lamp, rynearson & associates, inc.**  
 engineers surveyors planners  
 14710 west dodge road, suite 100 omaha, nebraska 68154-2029  
 ph 402-498-2498 fax 402-498-2730