

Num Pgs 8

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Fees \$41.00

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From: Nebraska Title Company



NUM Allen Second Sub
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ADAMS COUNTY, NE
FILED
INST NO 20114596
Date Nov 18, 2011 Time 03:52 PM
Janice D. Johnson
REGISTER OF DEEDS
ELECTRONICALLY RECORDED

RECIPROCAL AGREEMENT

After recording, please return to:
Nebraska Title Company
PO Box 6169
Lincoln, NE 68506-0169

NTC File #6066148

After Recording Return to:
Tim O'Neill
Harding & Shultz, P.C., L.L.O.
800 Lincoln Square
121 South 13th Street
P.O. Box 82028
Lincoln, NE 68501-2028

RECIPROCAL AGREEMENT

This Reciprocal Agreement (the "Agreement") is made and entered into effective this 8th day of Oct., 2011, by and between Allen Investments, LLC, a Nebraska limited liability company ("Allen"), and Restore Group, LLC, a Nebraska limited liability company ("Neighbor").

RECITALS

- A. Allen is the owner of certain real property legally described as Lot 3, Block 1, Allen Second Subdivision, Adams County, Nebraska ("Allen Property").
- B. Neighbor is the owner of certain real property legally described as Lot 4, Block 1, Allen Second Subdivision, Adams County, Nebraska ("Neighbor Property").
- C. Allen and Neighbor desire to establish certain rights and obligations with respect to these properties, subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree as follows:

1. Driving Lane Easement. Allen grants to Neighbor and Neighbor grants to Allen a perpetual, nonexclusive easement for ingress and egress over and across that portion of the Allen Property and that portion of the Neighbor Property identified in Exhibit A, which is attached hereto and by this reference incorporated herein (the "Driving Lane Easement"). This Driving Lane Easement shall be for the use and benefit of the parties hereto and their respective successors, assigns, guests, customers, invitees, employees, tenants, subtenants, agents, contractors and emergency vehicles and personnel as shall be necessary or advisable.

2. Maintenance. Allen shall maintain that portion of the Driving Lane Easement on the Allen Property, and the Neighbor shall maintain that portion of the Driving Lane Easement on the Neighbor Property, in good condition and repair and, without limitation to the

foregoing, shall keep the same free of refuse and snow and free from holes and breaks in the pavement. The parties hereby agree that they shall exercise their respective obligations to maintain the Driving Lane Easement in such a manner as to minimally interfere with access to, and use and enjoyment of, the Driving Lane Easement as described in Section 1 hereof.

3. Modifications or Alterations. Each party hereby agrees that it will not erect, maintain, place or leave any obstruction, fence, wall or barricade that may in any way obstruct or hinder the Driving Lane Easement.

4. No Public Dedication. It is mutually agreed that the Driving Lane Easement is not intended and shall not be construed as a dedication of the property covered thereby for public use, and the parties hereto hereby agree to refrain from and take whatever steps may be necessary to avoid such dedication.

5. Right to Perform in Event of Default. In the event that either party defaults in its obligations under this Agreement (the "Defaulting Party"), then the other party (the "Non-Defaulting Party") shall have, and is hereby granted, the option to enter upon the Defaulting Party's property to cure such default; provided, however, that the Defaulting Party shall have fifteen (15) days after written notice of such default from the Non-Defaulting Party within which to cure the default. In the event that the Non-Defaulting Party exercises such option to cure such default and does in fact cure such default, the Defaulting Party shall reimburse the Non-Defaulting Party for all costs and expenses incurred by the Non-Defaulting Party in curing the default plus interest on such costs and expenses at the lower of the highest rate of interest permitted by applicable law or twelve percent (12%) per annum from the date such costs and expenses were incurred until such costs and expenses are paid.

6. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska and the laws of the United States pertaining to such transactions in Nebraska.

7. Modification or Termination. The parties hereto hereby agree that this Agreement may be amended or terminated only by an instrument in writing executed by the then owners of the Allen Property and the Neighbor Property, with the joinder of all mortgagees having liens on either of such properties to evidence the consent of such mortgagees to such amendments.

8. Successors and Assigns. All of the rights and obligations created hereby shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. At such time as any party hereto conveys its fee interest in the Allen Property or the Neighbor Property, then such party shall have no further liability hereunder for the covenants and obligations herein set forth accruing after the date of such conveyance, such covenants and obligations being enforceable only by and against the then-current owners of Allen Property or the Neighbor Property.

9. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.

10. Consent and Subordination to Easement. Attached hereto and made a part hereof is a Consent and Subordination to Easement which has been executed by the Lenders of the respective Neighbors, which Consent and Subordination to Easement is marked Exhibit B.

EXECUTED as of the date set forth above.

Allen:
Allen Investments, LLC
By: [Signature]
Name: Kristin M. Allen
Title: Manager

Neighbor:
Restore Group, LLC

Janice K. Niemeyer, Manager of Restore Group, LLC, A Nebraska Limited Liability Company

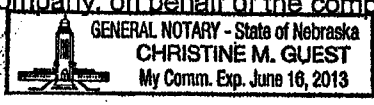
Sean M. Vonderfecht, Manager of Restore Group, LLC, A Nebraska Limited Liability Company

By: [Signature]

By: [Signature]

STATE OF Nebraska)
COUNTY OF Adams) ss.

The foregoing instrument was acknowledged before me on Oct 8th, 2011 by Kristin M. Allen (WHO IS PERSONALLY KNOWN TO ME OR { } PROVED TO ME SATISFACTORY IDENTIFICATION), Manager of Allen Investments, LLC, a Nebraska limited liability company, on behalf of the company.



[Signature]
Notary Public

STATE OF NEBRASKA)
COUNTY OF ADAMS) ss.

On this 5th day of October, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Janice K. Niemeyer and Sean M. Vonderfecht, to me known to be all of the managers of Restore Group, L.L.C., the Nebraska limited liability company that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said LLC, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said

10. Consent and Subordination to Easement. Attached hereto and made a part hereof is a Consent and Subordination to Easement which has been executed by the Lenders of the respective Neighbors, which Consent and Subordination to Easement is marked Exhibit B.

EXECUTED as of the date set forth above.

Allen:
Allen Investments, LLC

By: _____
Name: Kristin M. Allen
Title: Manager

Neighbor:
Restore Group, LLC

Janice K. Niemeyer, Manager of Restore Group, LLC, A Nebraska Limited Liability Company

Sean M. Vonderfecht, Manager of Restore Group, LLC, A Nebraska Limited Liability Company

By: Janice K. Niemeyer

By: Sean M. Vonderfecht

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me on _____, 2011 by Kristin M. Allen (WHO { } IS PERSONALLY KNOWN TO ME OR { } PROVED TO ME SATISFACTORY IDENTIFICATION), Manager of Allen Investments, LLC, a Nebraska limited liability company, on behalf of the company.

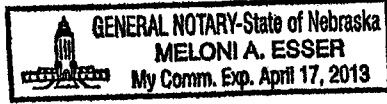
Notary Public

STATE OF NEBRASKA)
COUNTY OF ADAMS) ss.

On this 5th day of October, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Janice K. Niemeyer and Sean M. Vonderfecht, to me known to be all of the managers of Restore Group, L.L.C., the Nebraska limited liability company that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said LLC, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said

instrument.

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



Meloni A. Esser
Notary Public

CONSENT AND SUBORDINATION TO EASEMENT

TierOne Bank, now known as Great Western Bank ("Lender"), owner and holder of that certain promissory note secured by that certain Deed of Trust from Restore Group, LLC, ("Borrower") to Lender, recorded September 8, 2008, as Instrument Number 20083706, in the records of Adams County, Nebraska (the "Mortgage"), hereby consents to the foregoing Reciprocal Agreement ("Easement Agreement") made by Borrower and Allen Investments, LLC, and consents to the execution, delivery and recording of the foregoing Easement Agreement and agrees that any subsequent foreclosure of the Mortgage shall not extinguish the Easement Agreement and that the Mortgage, the lien created thereby, and Lender's interest in the property described therein by virtue of the Mortgage are, and shall be, subject and subordinate to the Easement Agreement and the provisions thereof.

IN WITNESS WHEREOF, the undersigned has duly executed these presents under seal as of the 4th day of October, 2011.

LENDER:
TierOne Bank, now known as Great Western Bank

By: Michael L. Harling
Name: Michael L Harling Print
Title: Market President

STATE OF NEBRASKA)
COUNTY OF ADAMS) ss.

The foregoing instrument was acknowledged before me on this 4th day of October, 2011, by Michael Harling the Market President of TierOne Bank, now known as Great Western Bank, on behalf of said corporation.

Courtney C Bumgardner

Expires: October 13, 2014

Notary Public
My Commission

