

GRANT OF NON-EXCLUSIVE PARKING EASEMENT

This GRANT OF NON-EXCLUSIVE PARKING EASEMENT is made between OLD MILL COMMERCE PROPERTIES, INC., a Nebraska corporation ("Grantor" and CHICAGO-OLD MILL PARTNERSHIP, an Illinois general partnership also known as Chicago-Old Mill ("Grantee").

The following recitals of fact are a material part of this instrument.

A. Grantor is the owner of the fee interest in and to a parcel of land described in the attached Exhibit :A' (the "Subservient Parcel").

B. Grantee is the owner of the fee interest in and to a parcel of land described in the attached Exhibit "B" (the "Dominant Parcel").

C. Grantor wishes to grant and Grantee wishes to receive an easement covering the Subservient Parcel.

D. The Subservient Parcel is presently improved with a lighted, paved parking area; and the Dominant Parcel is presently improved with, inter alia, a building included within a retail shopping center presently known as the "Old Mill Shopping Center".

Therefore, in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

1. GRANT OF EASEMENT. Grantor hereby grants to Grantee, its successors and assigns, as an easement appurtenant to the Dominant Parcel, a perpetual easement for the use of the Subservient Parcel as a parking facility.

2. USE OF SUBSERVIENT PARCEL. Use of the Subservient Parcel pursuant to this instrument shall be confined to that of a parking facility for Grantee, its successors and assigns, their tenants and the business invitees of each of them. It is understood that if Grantor shall hereafter improve property owned by it adjacent to the Subservient Parcel for

commercial, office or retail use and provide therefor other parking areas in accordance with applicable law, Grantor, its successors and assigns, and the business invitees of each of them shall also be permitted the use of the Subservient Parcel as a supplemental, non-exclusive parking facility.

3. USE OF THE DOMINANT PARCEL. This easement shall be terminable by Grantor, its successors or assigns upon recordation of a declaration to that effect in the event the Dominant Parcel ceases for a period of six months to be principally used for commercial, office or retail purposes.

4. MAINTENANCE. So long as Grantee, its successors and assigns and the tenants and business invitees of each of them are the sole users of the Subservient Parcel, then Grantee, its successors and assigns shall be solely responsible for the maintenance of the parking facility located on the Dominant Parcel; otherwise, maintenance shall be effected by Grantee, its successors and assigns with the cost thereof being shared equally with Grantor, its successors and assigns, and Grantor's use shall be conditioned thereupon.

5. TAXES. Commencing on the 1st day of April, and August of 1979 and continuing on each successive calendar anniversary of each date thereafter during the term of this easement, Grantee or its successor-in-interest hereunder shall deliver to the fee owner of the Subservient Parcel a check made payable to the Douglas County Collector equal to the tax bill then due and payable for the tax year in question as to the Subservient Parcel, provided that if the Subservient Parcel shall be included with any larger tax parcel then the tax bill shall be allocated on an equal square footage basis. For purposes of this allocation, the Subservient Parcel shall be deemed to be comprised of 2400 square feet. The provisions of this paragraph notwithstanding, in the event the taxes cannot be paid as a result of prior default, then payments required hereunder shall be made to the National Bank of

Handwritten initials and signature

Commerce Trust and Savings Association, Escrowee and refunded to Grantee, its successors or assigns in the event of a completed tax foreclosure sale of the Subservient Parcel.

6. RUNNING OF BENEFITS AND BURDENS. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and enure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

7. TERMINATION OF COVENANT LIABILITY. Whenever a transfer of ownership of either parcel takes place, liability of the transferor for breach of covenant occurring or arising thereafter automatically terminates.

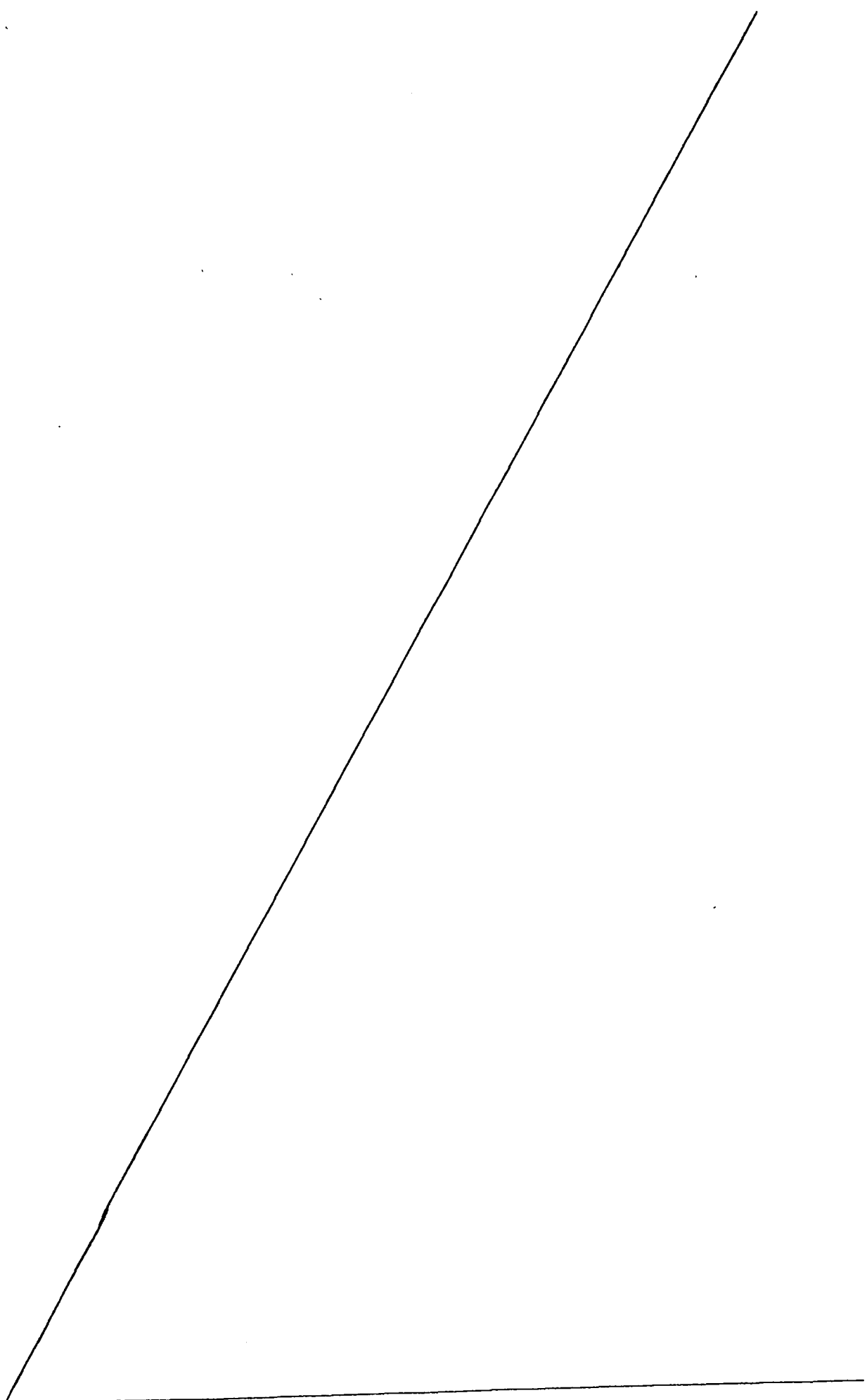
8. CONSTRUCTION. The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment on the Grantee is carried out.

9. RELEASE OF EASEMENT. Grantee may terminate this instrument by recording a release whereupon all rights, duties and liabilities hereby created shall terminate. For convenience such instrument may run to "the owner or owners and parties interested" in the Subservient Parcel.

10. CONSIDERATION. This easement is granted by Grantor in connection with its acquisition of certain realty, including the Subservient Parcel, from Grantee; and the parties hereto agree that this grant of easement constitutes a material part of the consideration for such acquisition.

11. COVENANT. Each party hereto covenants that its activities at the Subservient Parcel shall be in accordance with applicable law.

12. REMEDY FOR DEFAULT. Notwithstanding any provision herein, in the event of non-payment of any sum herein by Grantee, its successors and assigns, within thirty (30) days of written notice of default from Grantor, its successors and assigns, this easement shall terminate but there shall be no personal liability against Grantee, its successors and assigns.



IN WITNESS WHEREOF, Grantor and Grantee have caused their duly authorized representatives to set their hands and seals as of the 18 day of January, 1979.

OLD MILL COMMERCE PROPERTIES, INC.

ATTEST:

By Lyb E. Davis
President

Debra Ostrom
Secretary

CHICAGO-OLD MILL PARTNERSHIP

By Cary L. Neiman
Cary L. Neiman, Its
Managing General Partner

The undersigned, having certain security interest in the Subservient Parcel, hereby subordinate the entirety of such interests to the effect of this instrument and agree that the effect of this subordination shall be the same as if this instrument were placed of record prior to the recordation of any instruments creating the interest in the Subservient Parcel of the undersigned. Each of the undersigned warrants to Grantee that it has not previously assigned any mortgage interest encumbering the Subservient Parcel.

OLD MILL PARTNERSHIP

By [Signature]

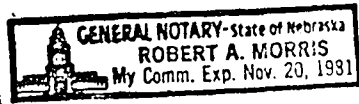
By James N. Jensen

NATIONAL BANK OF COMMERCE TRUST
AND SAVINGS ASSOCIATION

By Lyb E. Davis
VICE PRESIDENT
(Title)

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

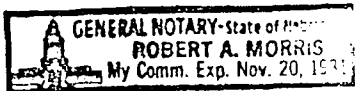
The foregoing instrument was acknowledged before me this 18 day of JANUARY, 1979, by LYLE E. DAVIS, President of OLD MILL COMMERCE PROPERTIES, INC., a Nebraska corporation, on behalf of the corporation.



Robert A. Morris
Notary Public

STATE OF)
) ss
COUNTY OF)

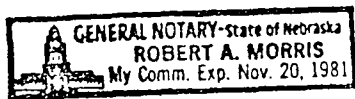
The foregoing instrument was acknowledged before me this 18 day of JANUARY, 1979, by Cary L. Neiman, Managing Partner, on behalf of CHICAGO-OLD MILL PARTNERSHIP, an Illinois general partnership, on behalf of the partnership.



Robert A. Morris
Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

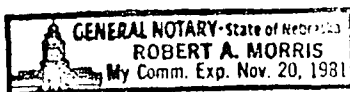
The foregoing instrument was acknowledged before me this 18 day of JANUARY, 1979 by Warren L. Jacobs, partner and James H. Jensen, partner on behalf of OLD MILL PARTNERSHIP, a partnership.



Robert A. Morris
Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 18 day of JANUARY, 1979 by LYLE E. DAVIS, VICE PRESIDENT of NATIONAL BANK OF COMMERCE TRUST AND SAVINGS ASSOCIATION, a national banking association, on behalf of the association.



Robert A. Morris
Notary Public

That part of the Southeast 1/4 of Section 17, T15N, R12E of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Commencing at the Southeast corner of said Section 17; thence West for 945.63 feet; thence North for 761.83 feet to the Southwest corner of said Building Site D; thence North $0^{\circ} 20' 47''$ E for 296.5 feet to the Northwest corner of said Building Site D; thence S $89^{\circ} 39' 13''$ E for 106.09 feet along the North line of said Building Site D to the true point of beginning; thence N $23^{\circ} 10' 43''$ W for 12.05 feet; thence N $88^{\circ} 48' 34''$ E for 62.88 feet; thence S $22^{\circ} 11' 34''$ E for 146.70 feet to the curved Northeasterly line of Building Site D; thence along a curve to the right (having a radius of 148.48 feet and a long chord bearing N $29^{\circ} 27' 47''$ W for 141.48 feet) an arc distance of 147.47 feet along the northeasterly line of Building Site D to the Northeast corner of said Site; thence N $89^{\circ} 39' 13''$ W for 43.95 feet along the North line of said Building Site D to the true point of beginning.

For purposes of the foregoing legal description, Building D is defined as follows:

That part of the SE 1/4 of Section 17, T 15 N, R 12 E of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Commencing at a point which is 945.63 feet West of and 761.83 feet North of the Southeast corner of said Section 17 to the true point of beginning; thence N $0^{\circ} 20' 47''$ E, 296.50 feet; thence S $89^{\circ} 39' 13''$ E, 150.04 feet to a curve; thence along a curve to the left, an arc length of 207.72 feet, (radius being 148.48 feet - long chord bearing S $41^{\circ} 05' 18''$ E - a long chord distance of 191.19 feet); thence S $81^{\circ} 09' 57''$ E, 40.00 feet to the West R.O.W. line of New 108th Street; thence S $8^{\circ} 50' 03''$ W, 148.68 feet along the West R.O.W. line of New 108th Street; thence N $89^{\circ} 39' 13''$ W, 294.09 feet to the point of beginning.

That part of the SE 1/4 of Section 17, T 15 N, R 12 E of the 6th P.M., Douglas County, Nebraska, more particularly described as follows: Commencing at a point which is 945.63 feet West of and 761.83 feet North of the Southeast corner of said Section 17 to the true point of beginning; thence N 0° 20' 47" E, 296.50 feet; thence S 89° 39' 13" E, 150.04 feet to a curve; thence along a curve to the left, an arc length of 207.72 feet, (radius being 148.48 feet - long chord bearing S 41° 05' 18" E - a long chord distance of 191.19 feet); thence S 81° 09' 57" E, 40.00 feet to the West R.O.W. line of New 108th Street; thence S 8° 50' 03" W, 148.68 feet along the West R.O.W. line of New 108th Street; thence N 89° 39' 13" W, 294.09 feet to the point of beginning.

3 April
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C. HAROLD HILLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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