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EASEMENT AGREEMENT

THIS AGREEMENT is made effective as of JULY 27, 2004 by and between OLSEN DODGE, INC. ("Dodge") and STAN OLSEN PONTIAC GMC-TRUCKS, INC., successor in interest to STAN OLSEN PONTIAC, INC. ("Pontiac").

WITNESSETH:

WHEREAS, Dodge is the owner of that certain parcel of property described in Exhibit A attached hereto and incorporated by reference herein (the "Dodge Property");

WHEREAS, Pontiac is the owner of that certain parcel of property described in Exhibit B attached hereto and incorporated by reference herein (the "Pontiac Property"); and

WHEREAS, Dodge and Pontiac desire to enter into this Agreement to establish certain cross-easements as between the Dodge Property and the Pontiac Property, as described herein and as shown on the Site Plan (the "Site Plan") of the Dodge Property and the Pontiac Property attached hereto as Exhibit C.

NOW, THEREFORE, the parties hereto agree as follows:

1. Easement to Dodge. Pontiac hereby grants to Dodge for the benefit of Dodge, its successors and assigns, and for the benefit of the Dodge Property, as an easement appurtenant to the Dodge Property, the permanent right in common with Pontiac for ingress and egress by vehicles and pedestrian traffic over and across the driveway (the "Driveway") located on the Pontiac Property at the location identified as the "Driveway" on the Site Plan. Neither Dodge nor Pontiac shall park any vehicles or leave anything on the Driveway or make any use of or conduct any activity on the Driveway which would interfere with Dodge's right to ingress and egress over the Driveway; provided, however, the parties hereto and their customers may park vehicles at designated parking stalls along the Driveway so long as said vehicles do not impede any vehicular traffic on the Driveway. Pontiac also grants to Dodge for the benefit of Dodge, its successors and assigns, and for the benefit of the Dodge Property, as an easement appurtenant to the Dodge Property, the permanent, exclusive right to use, maintain and repair the car display patio located partially on the Pontiac Property at the location shown on the Site Plan.

When recorded, return to:
 Robert Dailey
 Suite 3700, 1601 Dodge Street
 Omaha, NE 68102

2. Easement to Pontiac. Dodge hereby grants to Pontiac for the benefit of Pontiac, its successors and assigns, and for the benefit of the Pontiac Property, as an easement appurtenant to the Pontiac Property, the permanent right in common with Dodge to allow storm water (from either rain, snowmelt or lawn sprinkler runoff), including storm water originating outside the Pontiac Property, to flow over and across that portion of the Dodge Property identified as the "Spillway" on the Site Plan and to allow storm water to drain into the "Storm Water Inlet" located on the Dodge Property at the location shown on the Site Plan. Only storm water from the Pontiac Property may cross onto the Spillway and into the Storm Water Inlet and no other substances may flow, run across or be brought from the Pontiac Property onto the Spillway or in the Storm Water Inlet. Neither Pontiac nor Dodge shall make any use of or conduct any activity in or on the Spillway or the Storm Water Inlet which would interfere with the flow of water across the Spillway and into the Storm Water Inlet. Dodge shall have the right to relocate the Spillway and the Storm Water Inlet to another location within the Dodge Property so long as such relocation does not materially inhibit the flow of storm water runoff from the Pontiac Property across the Spillway and into the Storm Water Inlet.

3. Maintenance of Easement Areas. Pontiac shall, at its own cost and expense, maintain the Driveway in good order and condition, subject to ordinary wear and tear. Dodge shall, at its own cost and expense, maintain the Storm Water Inlet in good order and condition, subject to ordinary wear and tear.

4. Indemnities.

(a) Indemnity by Dodge. Dodge will indemnify, defend and hold harmless Pontiac, and its officers, directors, shareholders, employees, contractors and agents, from and against all liability, loss, cost or expense (including, without limitation, reasonable attorneys' fees and costs), that Pontiac, or its officers, directors, shareholders, employees, contractors or agents, may suffer or incur as a result of any claims pertaining to any bodily injury, sickness, disease, death or property damage allegedly arising out or in any manner connected with Dodge's use of the easement granted to Dodge under Section 1 above when such bodily injury, sickness, disease, death or property damage is allegedly caused by the negligence or willful misconduct of Dodge, or of its beneficiaries, employees, agents, contractors, subcontractors, invitees, customers or consultants.

(b) Indemnity by Pontiac. Pontiac will indemnify, defend and hold harmless Dodge, and its officers, directors, shareholders, employees, contractors and agents, from and against all liability, loss, cost or expense (including, without limitation, reasonable attorneys' fees and costs), that Dodge, or its officers, directors, shareholders, employees, contractors or agents, may suffer or incur as a result of any claims pertaining to any bodily injury, sickness, disease, death or property damage allegedly arising out or in any manner connected with Pontiac's use of the easement granted to Pontiac under Section 2 above when such bodily injury, sickness, disease, death or property damage is allegedly caused by the negligence or willful misconduct of Pontiac, or its beneficiaries, employees, agents, contractors, subcontractors, invitees, customers or consultants.

5. Default; Remedies. In the event of a default by either of the parties hereto of any of its obligations under this Agreement, then the non-defaulting party may give written notice thereof to the defaulting party. Thereafter, in the event that such default continues for 5 days after the delivery of such written notice, then (a) the non-defaulting party will have any and all remedies available to it under this Agreement and otherwise at law or in equity; and (b) the non-defaulting party may take such reasonable steps as it deems appropriate to cure such default (including, without limitation, taking the required action on behalf of the defaulting party) and thereafter recover the cost of such cure from the defaulting party. In the event of a default or breach of the provisions of this Agreement, the non-defaulting party will be entitled to recover from the defaulting party reasonable costs and attorneys' fees incurred by the non-defaulting party as a result of such default or breach. The parties hereto, and their respective successors and assigns, may enforce their respective rights hereunder by means of the filing and foreclosing of a lien therefore with respect to the Pontiac Property or the Dodge Property, as the case may be.

6. Injunctive Relief. In the event of any violation or threatened violation by either party hereto of its obligations hereunder, the other party shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. This right of injunction shall be in addition to all of the remedies available by statute, at law and in equity.

7. Run With the Land. The easements hereby reserved and granted and the covenants and agreements contained herein shall be perpetual and shall be deemed appurtenant to and running with the land, inuring to the benefit of, and binding upon, the parties hereto and their respective heirs, successors and assigns, including, without limitation, all such current and future owners of the Dodge Property and the Pontiac Property. Nothing contained herein shall be deemed to have granted or dedicated a public right-of-way for any general or specific use of any of the easements granted hereunder by the public at large.

8. Miscellaneous.

(a) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original.

(b) Entire Agreement. This Agreement, together with the Exhibits attached hereto and made a part hereof, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supercedes any prior oral or written agreements between the parties in regard thereto. There are no verbal agreements which can or will modify this Agreement, and no amendment or waiver of any of its terms will be effective unless in a writing executed by the parties.

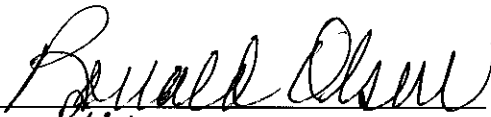
(c) Governing Law. This Agreement will be construed and enforceable in accordance with the laws of the State of Nebraska, without application of its choice of law rules.


(d) Time of the Essence. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

OLSEN DODGE, INC.


STAN OLSEN PONTIAC GMC-TRUCKS, INC.

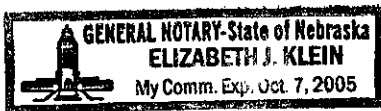
By: 
Title: Pres.

By: 
Title: Pres.

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

On this 27 day of JULY, 2004, before me a Notary Public in and for said county and state, personally appeared RONALD OLSEN, known to me to be the identical person who subscribed his/her name to the foregoing as PRESIDENT of OLSEN DODGE, INC., and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of the corporation.


Notary Public



STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

On this 27 day of JULY, 2004, before me a Notary Public in and for said county and state, personally appeared STANLEY OLSEN, known to me to be the identical person who subscribed his/her name to the foregoing as PRESIDENT of STAN OLSEN PONTIAC GMC-TRUCKS, INC., and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of the corporation.


Notary Public

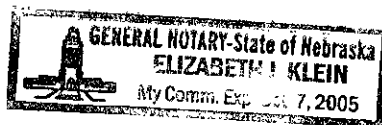


EXHIBIT A

Dodge

Legal Description

That part of the East 1/2 of the Southwest 1/4 of Section 16, Township 15 North, Range 12 East of the 6th P.M., in Douglas County, Nebraska, more particularly described as follows: Commencing at the NE corner of the SW 1/4 of said Section 16; thence due South, along the East line of said Southwest 1/4 1433.93 feet to a point; thence due West for a distance of 83.20 feet to the point of beginning; thence due West 779.80 feet to a point on the Easterly right-of-way line of Interstate Highway I-680; thence 201.46 feet Northwesterly, along said right-of-way line, which is the arc of a circular curve to the right having a radius of 1025.92 feet and a chord, the length and bearing of which are 201.14 feet and N. 19° 18' 30" West, respectively to a point; thence North 5° 39' 19" West, continuing along said right-of-way line, 444.59 feet to a point; thence North 1° 32' 34" West, continuing along said right-of-way line, 212.53 feet to a point; thence North 89° 50' 14" East for a distance of 806.54 feet to a point; thence due South for a distance of 61.25 feet to a point of curvature; thence 159.28 feet along the arc of a circular curve to the left which is tangent to the last described course and which has a radius of 262.50 feet and a chord, the length and bearing of which are 156.85 feet and South 17° 23' 26" East, respectively, to a point of reverse curve; thence 144.13 feet along the arc of a circular curve to the right which is tangent to the last described curve and which has a radius of 237.50 feet and a chord, the length and bearing of which are 141.93 feet and South 17° 23' 26" East respectively to a point of tangency; thence due South, along a line parallel to and 83.20 feet distant West from the East line of said Southwest 1/4, 500.63 feet to the point of beginning.

LESS AND EXCEPT:

- (a) the South 282 feet, measured due North and South of the above-described property; and
- (b) the North 282 feet of the South 564 feet, measured due North and South, of the above-described property.

EXHIBIT B

Portline

Legal Description

The North 282 feet of the South 564 feet, measured due North and South, of the following described parcel:

That part of the East 1/2 of the Southwest 1/4 of Section 16, Township 15 North, Range 12 East of the 6th P.M., in Douglas County, Nebraska, more particularly described as follows: Commencing at the NE corner of the SW 1/4 of said Section 16; thence due South, along the East line of said Southwest 1/4 1433.93 feet to a point; thence due West for a distance of 83.20 feet to the point of beginning; thence due West 779.80 feet to a point on the Easterly right-of-way line of Interstate Highway I-680; thence 201.46 feet Northwesterly, along said right-of-way line, which is the arc of a circular curve to the right having a radius of 1025.92 feet and a chord, the length and bearing of which are 201.14 feet and N. 19° 18' 30" West, respectively to a point; thence North 5° 39' 19" West, continuing along said right-of-way line, 444.59 feet to a point; thence North 1° 32' 34" West, continuing along said right-of-way line, 212.53 feet to a point; thence North 89° 50' 14" East for a distance of 806.54 feet to a point; thence due South for a distance of 61.25 feet to a point of curvature; thence 159.28 feet along the arc of a circular curve to the left which is tangent to the last described course and which has a radius of 262.50 feet and a chord, the length and bearing of which are 156.85 feet and South 17° 23' 26" East, respectively, to a point of reverse curve; thence 144.13 feet along the arc of a circular curve to the right which is tangent to the last described curve and which has a radius of 237.50 feet and a chord, the length and bearing of which are 141.93 feet and South 17° 23' 26" East respectively to a point of tangency; thence due South, along a line parallel to and 83.20 feet distant West from the East line of said Southwest 1/4, 500.63 feet to the point of beginning.