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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
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Prepared by and when recorded return to: Kum & Go, L.C., Attn: Legal Department, 6400 Westown Parkway, West Des Moines, IA, 50266 (515) 457-6222

COMMON ACCESS AGREEMENT

THIS AGREEMENT is made and entered into as of the 14th day of August, 2008, by and between KG STORE 368, L.L.C., an Iowa limited liability company ("KG"), and ELK CREEK PINE, LLC, a Nebraska limited liability company ("Elk Creek"); WITNESSETH:

WHEREAS, the parties own contiguous parcels of real estate; and

WHEREAS, each party has agreed to grant certain cross easements for the purposes of ingress and egress over the tracts of real estate described herein for the benefit of said adjoining parcels;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00), the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms used in this Agreement and not otherwise defined shall have the following meanings, unless a different meaning clearly appears from the context:

"Agreement" means this Common Access Agreement.

"Easement Area" means the Elk Creek Tract Easement Area and the KG Tract Easement Area. See Exhibit "A" for further reference.

"Elk Creek Tract" means that parcel of real estate owned by Elk Creek legally described as follows:

Lot 2, ELK CREEK PINES REPLAT 1, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

"Elk Creek Tract Easement Area" means that part of the Elk Creek Tract legally described as follows:

The North seventeen (17) feet of Lot 2, ELK CREEK PINES REPLAT 1, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

"KG Tract" means that parcel of real estate owned by KG legally described as follows:

Lot 1, ELK CREEK PINES REPLAT 1, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

"KG Tract Easement Area" means that part of the KG Tract legally described as follows:

The South eighteen (18) feet of Lot 1, ELK CREEK PINES REPLAT 1, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

2. Grant to the Elk Creek Tract. KG hereby grants in favor of the Elk Creek Tract (i) a perpetual, non-exclusive easement in, over and upon the KG Tract Easement Area for use as a private drive and crossing for pedestrian and vehicular ingress and egress for the benefit of the owners from time-to-time of said tracts and their respective agents, employees, licensees, invitees, successors and assigns.

3. Grant to the KG Tract. Elk Creek hereby grants in favor of the KG Tract (i) a perpetual, non-exclusive easement in, over and upon the Elk Creek Tract Easement Area for use as a private drive and crossing for pedestrian and vehicular ingress and egress for the benefit of the owners from time-to-time of said tracts and their respective agents, employees, licensees, invitees, successors and assigns.

4. Construction, Cost. The parties acknowledge that KG has constructed and installed the access road located in the Easement Area in conjunction with the development of the KG Tract at KG's sole cost and expense. KG has install curbing upon the access road as appropriate in light of the undeveloped nature of the Elk Creek Tract. The owner of the Elk Creek Tract shall be authorized to install curb-cuts to connect the Elk Creek Tract to the access road located in the Easement Area in conjunction with the future development of the Elk Creek Tract; provided, however that any such future construction activities shall be undertaken by the owner of the Elk Creek Tract in compliance with Section 5 hereof so as not to impair the free and uninterrupted pedestrian and vehicular access to the KG Tract during said future construction activities. Any paving installed on the Easement Area by the owner of the Elk Creek Tract shall be at no less than an eight inch (8") depth so as to hold up to the weight of delivery vehicles.

5. Restrictions. Each owner shall use reasonable efforts to ensure that no barricades, signs, fences, or other dividers will be constructed in, over or upon, and that nothing will be done to prohibit or discourage the free and uninterrupted access over and across the Easement Area. Notwithstanding the foregoing, the parties acknowledge and agree that the curbing installed by

KG is appropriate in light of the undeveloped nature of the Elk Creek Tract and that the owner of the Elk Creek Tract shall be authorized to retain the curbing at its present location, or to expand the access road to the full width and length of the Easement Area at its discretion.

6. Median. The parties agree that the owner, from time-to-time, of the Elk Creek Tract shall have the option to retain the curbing at its present location on the Elk Creek Tract, or to re-shape the curbing such that a median is created; provided, however that in no event shall any median be installed on any portion of the KG Tract Easement Area, and any median installed on the Elk Creek Tract Easement Area shall be limited to the West fifty-nine (59) feet thereof. The owner of the Elk Creek Tract shall notify the owner of the KG Tract at least thirty (30) days prior to the commencement of construction over the Elk Creek Tract Easement Area. In the event the curbing located on the Easement Area, or any median installed over the Easement Area is ever removed, or the size of the median is ever reduced by the owner of the Elk Creek Tract, the owner of the Elk Creek Tract, at its sole cost, shall install paving over that portion of the Easement Area once covered by the median at an a depth of eight inches (8").

7. Maintenance. Each owner shall keep and preserve the Easement Area on its property in good repair and condition at all times, and shall not plant or permit any trees or vegetative growth which might reasonably be expected to obstruct or impair the proper use of such Easement Area for its intended purpose, and shall not allow any hazardous condition to arise or persist within the Easement Area on its property. The owner, from time-to-time of the KG Tract shall administer and oversee such preservation, maintenance and repair of the Easement Area. In the event the owner of the KG Tract shall not, in the reasonable opinion of the owner of the Elk Creek Tract, discharge this obligation properly, the owner of the Elk Creek Tract shall have the right to perform such obligations after providing the owner of the KG Tract with notice and thirty (30) calendar days to commence cure thereafter (unless the failure allows or permits an immediately hazardous condition to persist in the Easement Area, in which case no cure period is required). Whichever of the owners undertakes the maintenance, repair or replacement in accordance with the foregoing shall be entitled to reimbursement for fifty percent (50%) of the actual costs incurred, as they are incurred, for the maintenance, repair and replacement of the Easement Area. Any amount invoiced or requested in accordance with the foregoing shall be due immediately upon receipt. Such reimbursement shall be secured by a lien in favor of the party performing such maintenance, repair or replacement, but such lien shall only be perfected upon the date of filing or recording of an instrument describing the nature of such lien, and upon such recordation or filing shall accrue interest on the outstanding amount of said lien at the rate of ten (10%) per annum until satisfied. Notwithstanding the foregoing, unless and until the issuance of a Certificate of Occupancy for any structure on the Elk Creek Tract, the owner of the Elk Creek Tract shall not be obligated to reimburse the owner of the KG Tract for any maintenance, repair or replacement conducted with respect to the Easement Area; provided, however that in the event that any damage occurs to the Easement Area resulting from construction activities occurring on the Elk Creek Tract, the Owner of the Elk Creek Tract shall be responsible for the repair or replacement of any such damaged paving.

8. Covenants Running with the Land. The parties hereby declare and agree that the KG Tract and the Elk Creek Tract shall be held, sold and conveyed subject to the restrictions, covenants and easements contained herein, all of which shall be covenants running with the land and shall be binding upon, and inure to the benefit of, all parties having any right, title and interest in said properties, or any part thereof, and their respective heirs, successors and assigns.

9. Waiver. No covenant, restriction, condition or provision of this Agreement shall be deemed to have been abrogated or waived by reason of any failure to enforce the same at any time, irrespective of the number of violations or breaches which may occur.

10. Savings Clause. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Agreement, as the case may be, shall not render the remainder of the Agreement invalid.

11. Amendment; Modification. This Agreement may be amended by the written consent and mutual agreement of all the record owners of the tracts of real estate described herein. Any such modification or amendment shall be effective when duly recorded in the records of the Douglas County, Nebraska Register of Deeds.

12. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska.

[SIGNATURES ON FOLLOWING PAGE]

KG STORE 368, L.L.C., an Iowa limited liability company

By: James J. Brandt
James J. Brandt
Its: ~~Vice President~~ Manager

ELK CREEK PINE, LLC, a Nebraska limited liability company

By: Jay B. Noddle
Jay B. Noddle
Its: ~~President~~

STATE OF IOWA, COUNTY OF DALLAS

This instrument was acknowledged before me on August 14, 2008
by James J. Brandt as ~~Vice President~~ Manager of KG STORE 368, L.L.C., an Iowa limited liability company.



Nathan Allen
Notary Public

STATE OF NEBRASKA, COUNTY OF Douglas

This instrument was acknowledged before me on August 12, 2008
by Jay B. Noddle as President of ELK CREEK PINE, LLC, a Nebraska limited liability company.

Teresa L. Stander
Notary Public

Attachments:
Exhibit "A" – Easement Exhibit

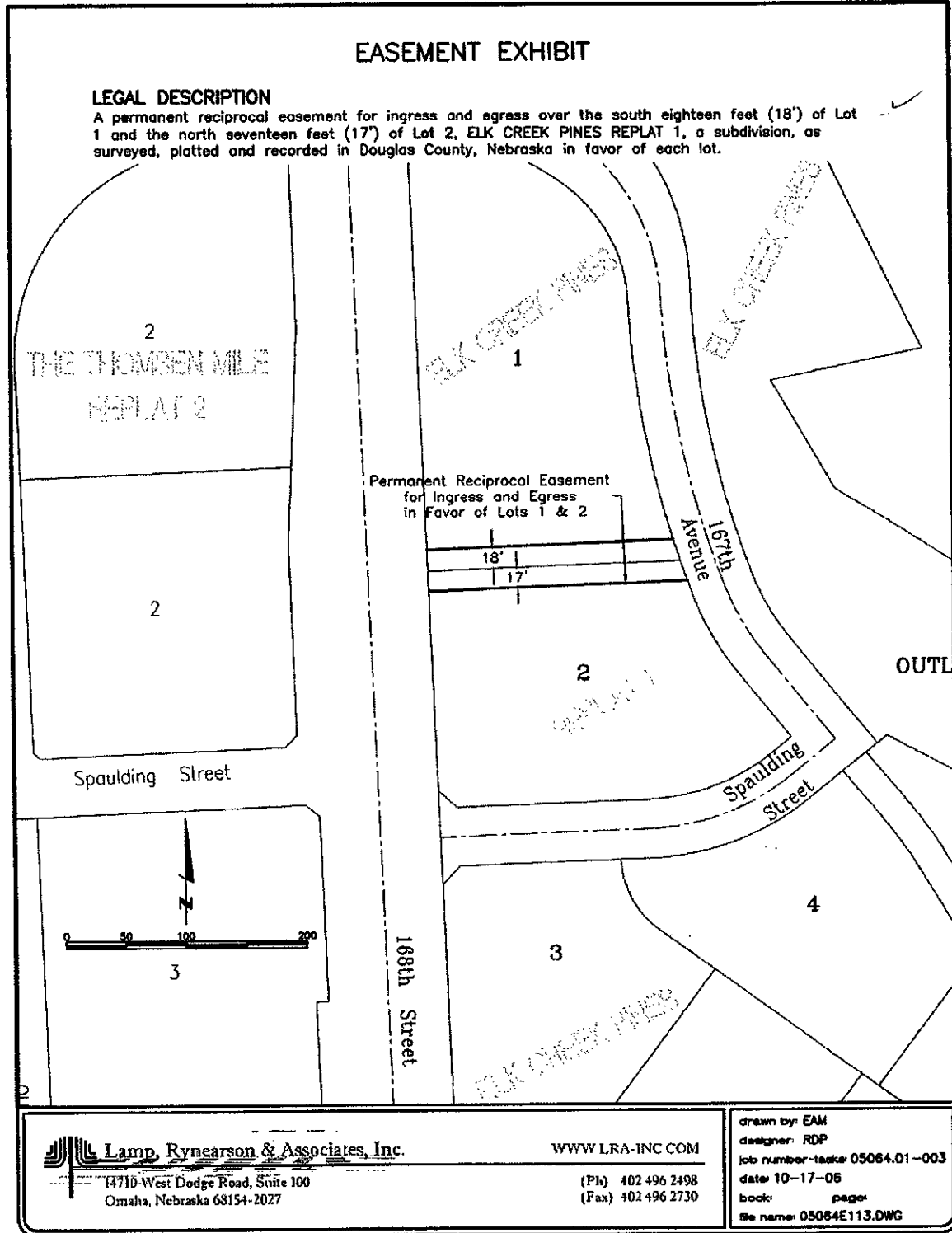


EXHIBIT "A"

EASEMENT EXHIBIT

LEGAL DESCRIPTION

A permanent reciprocal easement for ingress and egress over the south eighteen feet (18') of Lot 1 and the north seventeen feet (17') of Lot 2, ELK CREEK PINES REPLAT 1, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska in favor of each lot.



Lamp, Rynearson & Associates, Inc.

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