

CROSS EASEMENT AGREEMENT

THIS CROSS EASEMENT AGREEMENT made and entered into this 3rd day of December, 1985, by and between STEPHEN M. WATSON, (hereinafter referred to as "Watson"), and ADAM A. KIRCHOFER and MICHAEL R. MCCARTHY, individuals (hereinafter jointly referred to as "Kirchofer").

WHEREAS Booth Financial Corporation is the fee owner and Watson is the lessee and operator of the real property and improvements thereon known as the Park Drive Shopping Center (referred to herein as "Park Drive") located at 84th Street and Park Drive, Omaha, Nebraska and legally described as Lots 12, 13 and 14 in Park 84, an Addition in Douglas County, Nebraska, and

WHEREAS Kirchofer is the owner of the real property contiguous to and joining on the north of Park Drive and legally described on Exhibit "A" attached hereto and upon which real property Kirchofer intends to cause to be constructed a shopping center referred to herein for convenience as the "84th and "Q" Center", and

WHEREAS it is of benefit to both centers to provide a driveway access between the centers and to provide access for both centers to "Q" Street on the north of the 84th and "Q" Center and to Park Drive on the south of the Park Drive Center.

NOW THEREFORE the parties hereto agree as follows:

1. The mutual rights and obligations of the parties hereto shall commence at such time as Kirchofer has constructed on the 84th and "Q" Center property a roadway running generally from the north property line of the 84th and "Q" Center to the north property line of Lot 12. At such time as Kirchofer constructs such roadway, Kirchofer shall also construct upon the Park Drive Center property a connecting roadway from the terminal point of such roadway on the north property line of Lot 12 to a point at which the parking area on Lot 12 is currently paved. Such roadway shall be of sufficient width to accommodate two way traffic. Construction costs shall be borne by Kirchofer, and Watson hereby grants to Kirchofer the right to enter upon Lot 12 to the extent necessary to construct such connecting roadway.

2. From and after the date such roadway is open for use, Kirchofer hereby grants to Watson and to successors in interest to Watson, a nonexclusive easement for itself, its employees, tenants, subtenants, agents, customers and invitees for access and driveway purposes over and across such access driveway as

then existing or as relocated as provided in paragraph 4 hereof. Such driveway shall be a clearly defined and marked roadway of a width sufficient to accommodate two-way traffic and may be relocated from time to time as provided in paragraph 4 hereof.

3. From and after the date such driveway is open for use, Watson hereby grants to Kirchofer, and to succeeding owners of the 84th and "Q" Center, a nonexclusive easement for themselves, their employees, tenants, subtenants, agents, customers and invitees, for access and driveway purposes over and across an access driveway running generally from the northerly edge of Lot 12 to Park Drive. Such driveway shall be a clearly defined and marked roadway of a width sufficient to accommodate two-way traffic and may be relocated from time to time as provided in paragraph 4 hereof.

4. Either party hereto may from time to time change or alter the location of all or any portion of such access driveway upon its own property upon notice to the other in writing provided that the substitute driveway or driveways shall be paved surfaces, shall connect with the existing roadway on the adjacent tract, and shall provide for a free flow of traffic across the respective properties.

5. From and after the commencement of this easement, each party agrees to maintain, replace, repair and remove snow from the portion of the driveway located upon its own property. If either party fails to meet its obligations under this paragraph, the other party hereto shall have the right, but not the obligation, to do so and to collect the cost thereof from the other party.

6. Subject to relocations and temporary closings, each party agrees for itself, its successors and assigns, that it will not interfere with the rights of the other party or those claiming under such other party to use any part of the easement areas herein granted, and each party agrees to take such actions as are necessary to notify their employees, tenants, subtenants, agents, customers and invitees to keep such driveways clear and unobstructed to through traffic.

7. This agreement shall remain in full force and effect notwithstanding that any party or all parties hereto may have identical interests in any or all of the tracts subject hereto. In no event shall the rights hereunder be deemed to have merged with any other rights of any party hereto without the express written agreement of all parties then having any ownership interest in the properties subject to this agreement.

8. It is the intention of the parties hereto that the rights granted hereunder be perpetual. If, however, by reason of the termination of the lease between Booth Financial Corporation and Watson or for any other reason the rights of Kirchofer to access across the Park Drive property are terminated or if for any reason the rights of Watson to access across the 84th and "Q" Center property are terminated, such termination shall cause a termination of the rights of the other party hereto, and any party claiming by, through, or under such party.

9. In the event it becomes beneficial to either party hereto to fix the location of the easement rights granted by it here-under, such party may do so by causing to be prepared a map, plat or survey showing the exact location of the roadway across such party's property and by recording such document with the Register of Deeds of Douglas County, Nebraska.

10. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

Stephen M. Watson

 STEPHEN M. WATSON

Adam A. Kirchofer

 ADAM A. KIRCHOFER

Michael R. McCarthy

 MICHAEL R. MCCARTHY

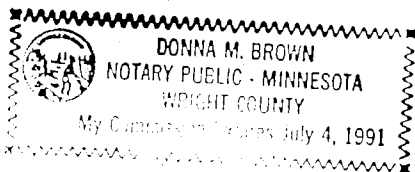
STATE OF MINNESOTA)
) SS:)
 COUNTY OF)

Before me, the undersigned Notary Public, personally appeared Stephen M. Watson, known to me to be the identical person who signed the foregoing document and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on December 18, 1985.

Donna M. Brown

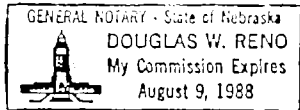
 Notary Public
 My Commission Expires: 7-4-91



STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

Before me, the undersigned Notary Public, personally appeared Adam A. Kirchofer, known to me to be the identical person who signed the foregoing document and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on December 3, 1985.

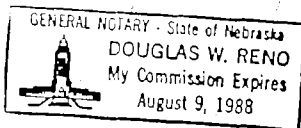


Douglas W. Reno
Notary Public
My Commission Expires: 8-9-88

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

Before me, the undersigned Notary Public, personally appeared Michael R. McCarthy, known to me to be the identical person who signed the foregoing document and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on December 3, 1985.



Douglas W. Reno
Notary Public
My Commission Expires: 8-9-88

LEGAL DESCRIPTION

A tract of land located in the East half of the East half of the Northeast Quarter of Section 10, Township 14 North, Range 12 East of the 6th P.M. Douglas County, Nebraska and more particularly described as follows:

Commencing at the Northeast corner of said Section 10; thence S00°00'00"E (Assumed Bearing) along the East line of the Northeast Quarter of said Section 10, a distance of 676.94 feet to a point; thence N90°00'00"W a distance of 62.10 feet to the true point of beginning and said point also being the Northeast corner of Lot 12 of the Park Eighty Four Addition, thence N89°17'21"W along the Northerly line of the Park Eighty Four Addition a distance of 586.11 feet to the Northwest corner of Lot 14 of the Park Eighty Four Addition; thence N00°07'22"E a distance of 642.84 feet to a point on the South right-of-way line of "Q" Street and said point being 646.59 feet West and 33.00 feet South of the Northeast corner of said Section 10; thence S86°36'14"E along the South right-of-way line of "Q" Street a distance of 147.53 feet to a point; thence S84°29'17"E continuing along the South right-of-way line of "Q" Street a distance of 45.14 feet to a point; thence S00°15'29"W continuing along the South right-of-way line of "Q" Street a distance of 29.93 feet to a point; thence S84°26'55"E continuing along the South right-of-way line of "Q" Street a distance of 240.23 feet to a point; thence N01°11'48"E continuing along the South right-of-way line of "Q" Street a distance of 30.05 feet to a point and said point being 215.00 feet West and 65.00 feet South of the Northeast corner of said Section 10; thence S85°39'11"E continuing along the South right-of-way line of "Q" Street a distance of 77.00 feet to a point; thence Southeasterly, along a curve to the right (radius being 200.00 feet, chord bearing S24°14'36"E, chord distance of 165.88 feet) a distance of 170.97 feet to a point on the West right-of-way line of 84th Street; thence S00°04'03"W along the West right-of-way line of 84th Street a distance of 190.80 feet to a point; thence S00°00'19"W continuing along the West right-of-way line of 84th Street a distance of 66.60 feet to a point; thence S03°23'10"E continuing along the West right-of-way line of 84th Street a distance of 137.66 feet to a point; thence S00°05'33"E continuing along the West right-of-way line of 84th Street a distance of 62.00 feet to the point of beginning and said tract contains 8.06 acres more or less.

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GEORGE J. CHRISTENSEN
REGISTER OF DEEDS
DUBLIN, NEBRASKA

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