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2009078204

EASEMENT AGREEMENT

20th THIS EASEMENT AGREEMENT (this "Agreement"), is made and entered into this day of *July*, 2009, by and between Sportscenter Properties, LLC, a Nebraska limited liability company (referred to herein as "Grantor") and RH Real Estate Co., LLC, a Nebraska limited liability company (referred to herein as "Grantee").

RECITALS:

WHEREAS, Grantor owns the real property and improvements legally described as Lot Two (2), Omaha Works Industrial Park Replat 7, an addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska ("Grantor's Property"); and

WHEREAS, Grantee has purchased from Grantor the real property legally described as Lot One (1), Omaha Works Industrial Park Replat 7, an addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska ("Grantee's Property") and as a part of that purchase has required the granting of the easement referred to herein; and

WHEREAS, Baseball Land, LLC, a Nebraska limited liability company ("Baseball Land"), is the current owner of Lot Two (2), Omaha Works Industrial Park Replat 5, an addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, ("Baseball Land Property") and is connected to and is currently utilizing an existing sanitary sewer line and facilities appurtenant thereto ("Existing Sanitary Sewer Line") presently located on Grantor's Property pursuant to a separate agreement with Grantor, and will be considered for purposes herein a "joint user" of the Existing Sanitary Sewer Line; and

WHEREAS, Grantee intends to construct a sanitary sewer line and related improvements ("Sanitary Sewer Line") to serve certain improvements to be constructed in the future on Grantee's Property which Sanitary Sewer Line will cross a portion of Grantor's Property to connect with such Existing Sanitary Sewer Line at an existing manhole on Grantor's Property; and

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WHEREAS, subject to the terms and conditions hereof, Grantor is willing to grant such easement and allow such connection and to further grant a temporary easement to allow for construction and installation of such Sanitary Sewer Line.

NOW, THEREFORE, in consideration of the mutual agreements set forth in this Easement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. (a) Grantor hereby grants and conveys to Grantee, and to Grantee's successors and assigns, a twenty foot (20') wide temporary construction easement (the "Temporary Construction Easement") over, under and upon that portion of the Grantor's Property shown on the attached Exhibit A as the "Temporary Construction Easement" (the "Temporary Construction Easement Area") for the purposes of constructing and installing the Sanitary Sewer Line and all facilities appurtenant thereto and connecting to the Existing Sanitary Sewer Line. Such Temporary Construction Easement shall automatically terminate upon the first to occur of completion of the installation of the Sanitary Sewer Line or one (1) year from the date hereof.

(b) All costs associated with the construction and installation of the Sanitary Sewer Line and all facilities appurtenant thereto shall be paid by the Grantee.

2. (a) Grantor hereby grants and conveys to Grantee, and to Grantee's successors and assigns, a ten (10') foot wide permanent easement (the "Easement") over, under and upon that portion of the Grantor's Property shown on the attached Exhibit A as the "Sewer Easement" (the "Easement Area") for the purposes of constructing, installing, operating, using, maintaining, repairing and replacing a sewer line (together with manholes, cleanouts and other related facilities) to serve Grantee's Property and all improvements now or hereafter constructed thereon and to connect to and utilize the Existing Sanitary Sewer Line to provide sanitary sewer service to the Grantee's Property. Such permanent easement shall be five feet (5') on either side of the Sanitary Sewer Line as constructed.

(b) The owner of the Baseball Land Property is responsible for the maintenance, repair and replacement of the Existing Sanitary Sewer Line pursuant to a separate easement agreement with Grantor ("Baseball Land Agreement"), which requires Baseball Land to keep the same in good condition and repair until the Joint Use Date, as defined therein, at which time, Grantor assumes maintenance responsibilities. In the event that Baseball Land or Grantor, as applicable, fails or refuses to adequately perform its maintenance, repair and replacement responsibilities, any one of the other Joint Users may do so, and the reasonable cost thereof, may be assessed against the Joint Users and their property as provided in this Paragraph 2 and in the Baseball Land Agreement. Grantor agrees, on behalf of itself and any successor owners of the Grantor's Property, that so long as the Easement is in effect, it will not alter, modify or remove the Existing

Sewer Line, or any portion thereof, nor allow anyone else to do so, without the prior written consent of the then owner or owners of the Grantee's Property.

(c) From and after the date that Grantee taps into or connects with the Existing Sanitary Sewer Line (referred to herein as the "Joint Use Date"), the owners of all properties then jointly using the Existing Sanitary Sewer Line and all facilities appurtenant thereto, together with any other future users thereof (collectively, the "Joint Users") shall, so long as such use continues, each share the cost and expense for the maintenance, repair and replacement of the Existing Sanitary Sewer Line and all facilities appurtenant thereto. Pursuant to the Baseball Land Agreement, fifty percent (50%) of such costs shall be paid by the then owners of Lots 1, 2 and 3 in said Omaha Works Industrial Park Replat 7. Such costs shall be allocated proportionately among the owners of such lots by multiplying the amount times a fraction, the numerator of which is the square footage of the lot in question and the denominator of which is the square footage of all three lots, provided, however, that in the event the maintenance, repair or replacement of the Existing Sanitary Sewer Line is caused by the intentional or negligent act of any of the users thereof, that user shall be responsible for the maintenance, repair or replacement necessitated thereby. For purposes of the Agreement and for determining the cost of maintenance, repair and replacement of the Existing Sanitary Sewer Line to be allocated among the Joint Users, Existing Sanitary Sewer Line shall be that sanitary sewer line and related facilities from the existing manhole on the Grantor's Property to the point where the Existing Sanitary Sewer Line connects with the sanitary sewer line that is the responsibility of the City of Omaha to maintain. Grantor represents to Grantee that the agreement with Baseball Land ("Baseball Land Agreement") pertaining to the Existing Sanitary Sewer Easement has comparable provisions obligating the then owner of the Baseball Land Property to pay a proportionate share of such costs allocated in the same manner as set forth above.

(d) Any and all costs of maintenance, repair and replacement of the Sanitary Sewer Line to be constructed from the Grantee's property to the Existing Sanitary Sewer Line shall be borne by the Grantee or Grantee's successor and assigns, as applicable.

(e) From and after the Joint Use Date, the Joint Users of the Existing Sanitary Sewer Line and all facilities appurtenant thereto may be assessed for such costs (herein the "Assessment") of the Sanitary Sewer Line and all facilities appurtenant thereto under this Paragraph 2, including reasonable expenses that are the responsibility of the Joint Users for the fixing, levying, collecting and enforcement of all Assessments. Grantor shall provide to Grantee with invoice, bills and other information received from Baseball Land documenting such expenditures and that details the calculation of the Assessment, and will make available to the Grantee such information as will permit such Grantee to reasonably determine the accuracy of the costs and expenses reported in the Assessment.

(i) The Assessments shall be the personal obligation of then Owner owning the property assessed in the amount so assessed, together with interest accrued thereon, costs and reasonable attorney fees, as such ownership is determined at the time when the Assessment first becomes due and payable. The Assessments, together with interest thereon, costs and reasonable attorney fees, shall also be a charge and continuing lien against the property assessed in the amount of the Assessment upon the Grantor filing in the office of the Register of Deeds of Douglas County, Nebraska a notice of such lien, specifying the amount of the lien. Grantor represents to Grantee that the Baseball Land Agreement provides for assessments against the Baseball Land Property for unpaid assessments and personal obligations of the then owner thereof in the same manner as provided in this subparagraph.

(ii) All Assessments shall be determined and proportionately assessed as provided in Paragraph 2(c) hereof.

(iii) Any installment of Assessments which is not paid within thirty (30) days following delivery of notice of Assessment and the report shall be delinquent. Delinquent Assessments shall bear interest from the date when due at the rate of sixteen percent (16%) per annum. The Grantor may bring an action at law against the owner personally obligated to pay the same, foreclose the lien against the property, or pursue any other legal or equitable remedy. The Grantor shall be entitled to recover as a part of the action and shall be indemnified against the interest, cost and reasonable attorney fees incurred by the Grantor with respect to such action. The lien for unpaid Assessments provided for herein shall be subordinate to the lien of any valid first mortgage or first deed of trust upon the property subject to the Assessment. Sale of any property in the Development shall not affect or terminate the lien of any Dues and Assessments. The mortgagee of any property or the trustee or beneficiary of any deed of trust on the property shall have the right to cure any delinquency of an Owner by payment of all sums due, together with interest, costs and fees. The Grantor shall assign to any mortgagee, trustee or beneficiary who cures such a delinquency, all of its rights with respect to such lien and the right to foreclosure and such mortgagee may thereupon be subrogated to any rights of the Grantor.

3. Grantee will be permitted to make excavations in the Temporary Construction Easement Area and in the Easement Area for purposes of installing such Sanitary Sewer Line and may remove landscaping in the Temporary Construction Easement Area and the Easement Area as necessary for such purposes. Grantee agrees that any excavations made in the Temporary Construction Easement Area or in the Easement Area shall be properly refilled and compacted as nearly as possible to the grades that existed prior to the excavation. Grantee will repair any improvements damaged by the use of Temporary Construction Easement Area or of the Easement Area by Grantee for the purposes set forth herein. Grantee will seed any excavation areas and

provide erosion control over those areas until seeding is established.

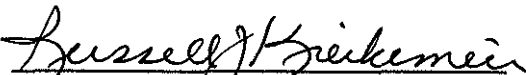
4. Grantor agrees that no buildings or structure will be built in the Easement Area and that no other improvements or structures will be constructed in the Easement Area that will interfere with the use of the Easement Area for the purposes herein intended or that will interfere with the operation, use, maintenance, repair or replacement of the Sanitary Sewer Line.

5. Grantor warrants and represents to Grantee that Grantor has good title to the Temporary Construction Easement Area and the Easement Area, that the Temporary Construction Easement Area and the Easement Area are free from any liens or encumbrances, that Grantor has full power and authority to execute this Easement Agreement and grant the Easements set forth herein, and that Grantor will defend Grantee from any claims.


6. The Easements granted herein and the agreements herein contained shall be covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Easement the day and date first above written.

Sportscenter Properties, LLC

By: 
Russell J. Kreikermeier
Managing Member

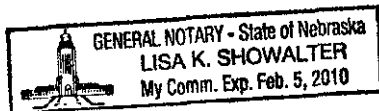
RH Real Estate Company, LLC

By: 
Its: MEMBER

ACKNOWLEDGEMENTS

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 20th day of July, 2009, by Russell J. Kreikemeier, the authorized Managing Member of Sportscenter Properties, LLC, a Nebraska limited liability company, on behalf of the company.



Lisa K. Showalter
Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

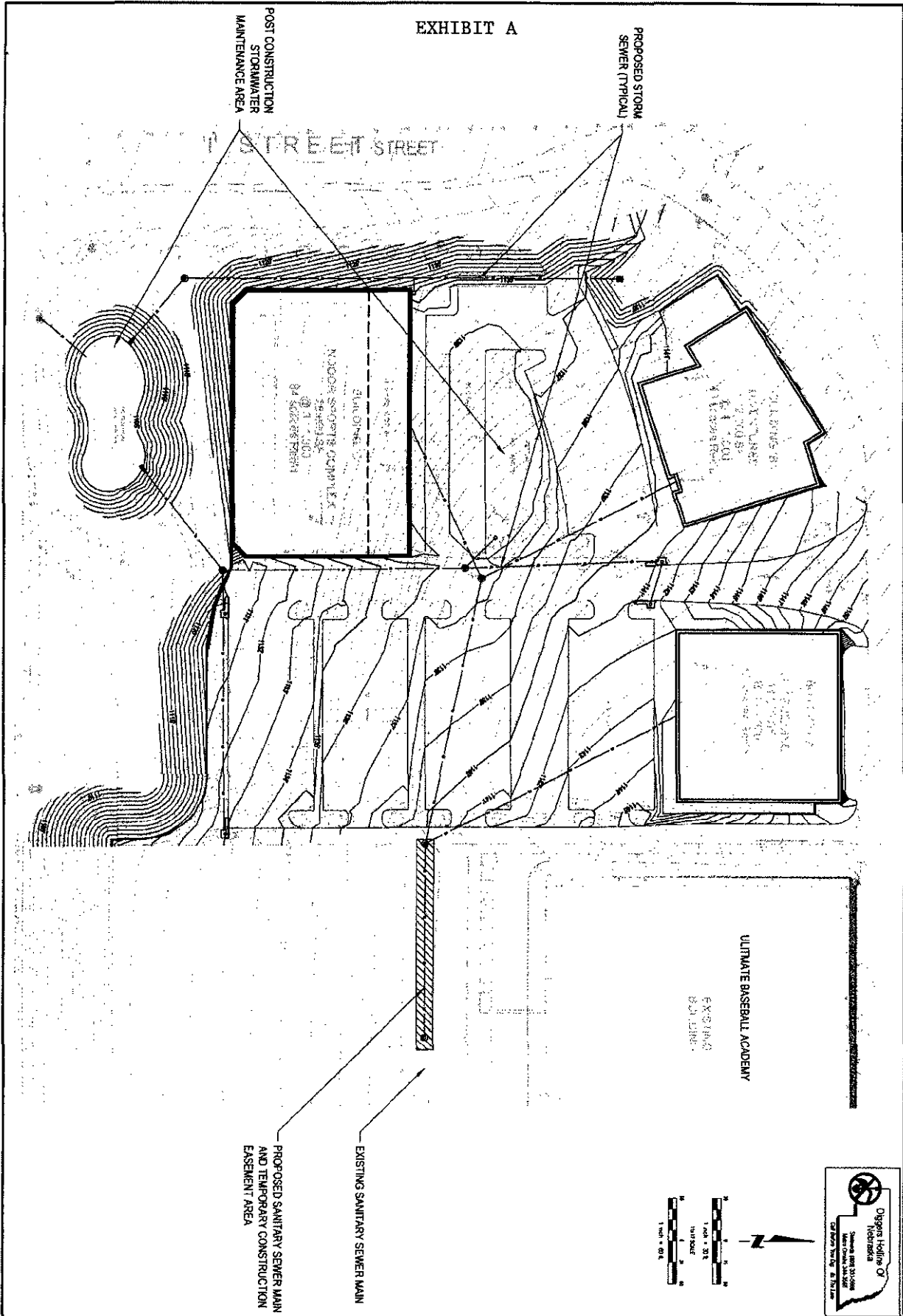
The foregoing instrument was acknowledged before me this 20th day of July, 2009, by Mark Robert, the member of RH Real Estate Company, LLC, a Nebraska limited liability company, on behalf of the company.



Linda K. Sexton
Notary Public

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EXHIBIT A



Project	2008 Jan 01
File	1/20/08
Company	USA
Drawn by	USA
Checked by	
Sheet	1 of 1

Revision	Date	Description

**SPECIAL USE PLAN
SITE EXHIBIT**

**DIVENTURES
120TH & I STREET**
COUNTY, MINNESOTA

E&A CONSULTING GROUP, INC.

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