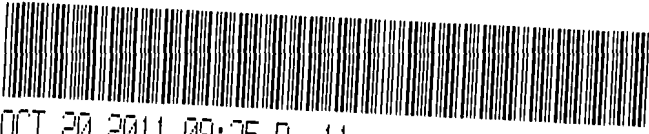




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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
10/20/2011 09:25:54.79



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THE ABOVE SPACE IS RESERVED FOR THE REGISTER OF DEEDS RECORDING INFORMATION

**THIS PAGE INCLUDED
FOR INDEXING**

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EASEMENT AGREEMENT

THIS AGREEMENT is made effective as of August ³⁰, 2011 by and between THE VENTEICHER LIMITED LIABILITY COMPANY, a Nebraska limited liability company ("Venteicher"), and VK BLONDO PROPERTIES L.P., a Nebraska limited partnership ("VK Blondo").

WITNESSETH:

WHEREAS, Venteicher is the owner of that certain parcel of property described as Lot 2, NP Business Park, a Subdivision in the City of Omaha, Douglas County, Nebraska (the "Venteicher Property");

WHEREAS, VK Blondo is the owner of those certain parcels of property described as Lots 3 and 4, NP Business Park, a Subdivision in the City of Omaha, Douglas County, Nebraska (the "VK Blondo Property"); and

WHEREAS, Venteicher and VK Blondo desire to enter into this Agreement to establish certain cross-easements as between the Venteicher Property and the VK Blondo Property, as described herein and as shown on the Exhibits, which are attached hereto and incorporated herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. Easement to Venteicher. VK Blondo hereby grants to Venteicher for the benefit of Venteicher, its successors, assigns, employees, tenants, and invitees, and for the benefit of the Venteicher Property, as an easement appurtenant to the Venteicher Property, the permanent right in common with VK Blondo, and its successors and assigns, for ingress and egress by vehicles and pedestrian traffic over and across the access roads located on the VK Blondo Property at the locations identified on Exhibits 1 and 2. Subject to Section 2, VK Blondo also grants to Venteicher for the benefit of Venteicher, its successors, assigns, employees, tenants, and invitees and for the benefit of the Venteicher Property, as an easement appurtenant to the Venteicher Property, the permanent right in common with VK Blondo, and its successors and assigns, to use the parking lots located on the VK Blondo Property at the locations identified on Exhibits 1 and 2.

2. Reservation by VK Blondo. Notwithstanding Section 1, VK Blondo hereby reserves the exclusive right to identify up to fifteen (15) parking spaces on each of the VK Blondo Properties which it may use or assign to its tenants for their use. VK Blondo shall notify Venteicher of the location of said parking spaces and may change the location of such reserved spaces by sending written notice to Venteicher.

3. Easement to VK Blondo. Venteicher hereby grants to VK Blondo for the benefit of VK Blondo, its successors, assigns, employees, tenants, and invitees and for the benefit of the VK Blondo Property, as an easement appurtenant to the VK Blondo Property, the permanent right in common with Venteicher, and its successors and assigns, for ingress and egress by vehicles and pedestrian traffic over and across the access roads located on the Venteicher Property at the locations identified on Exhibit 3. Subject to Section 4, Venteicher also grants to VK Blondo for the benefit of VK Blondo, its successors, assigns, employees, tenants, and invitees, and for the benefit of the VK Blondo Property, as an easement appurtenant to the VK Blondo Property, the permanent right in common with Venteicher, and its successors and assigns, to use the parking lots located on the Venteicher Property at the locations identified on Exhibit 3.

4. Reservation by Venteicher. Notwithstanding Section 3, Venteicher hereby reserves the exclusive right to identify up to fifteen (15) parking spaces on the Venteicher Property which it may use or assign to its tenants for their use. Venteicher shall notify VK Blondo of the location of said parking spaces and Venteicher may change the location of such reserved spaces by sending written notice to VK Blondo.

5. Maintenance of Easement Areas. VK Blondo and Venteicher shall each maintain, repair, operate and replace and keep the access roads and parking lots on their respective properties in a first class condition and state of repair in their reasonable judgment and discretion at their own cost.

6. Indemnities.

(a) Indemnity by Venteicher. Venteicher will indemnify, defend and hold harmless VK Blondo, and its partners, employees, contractors and agents, from and against all liability, loss, cost or expense (including, without limitation, reasonable attorneys' fees and costs), that VK Blondo, or its partners, 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 Venteicher's use of the easement granted to Venteicher under Section 1 above when such bodily injury, sickness, disease, death or property damage is allegedly caused by the negligence or willful misconduct of Venteicher, or of its employees, agents, contractors, subcontractors, invitees, customers or consultants.

(b) Indemnity by VK Blondo. VK Blondo will indemnify, defend and hold harmless Venteicher, and its members, managers, officers, employees, contractors and agents, from and against all liability, loss, cost or expense (including, without limitation, reasonable attorneys' fees and costs), that Venteicher, or its members, managers, officers, 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 VK Blondo's use of the easement granted to VK Blondo under Section 3 above when such bodily injury, sickness, disease, death or property damage is allegedly caused by the negligence or willful misconduct of VK Blondo, or its employees, agents, contractors, subcontractors, invitees, customers or consultants.

7. 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 the non-defaulting party will have any and all remedies available to it under this Agreement and otherwise at law or in equity.

8. 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.

9. 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 Venteicher Property and the VK Blondo 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.

10. 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.

(e) Relocation. Upon the written request of either party to the other party, the easement areas identified in Exhibits 1, 2, and 3 may be relocated.

(f) Termination. The rights and easements granted herein may be terminated in whole or part by a written instrument executed by the owners of the Venteicher Property and VK Blondo Property.

(g) Limitation. Notwithstanding the provisions of Section 10(e) and 8(f), Venteicher shall not consent to any modification, amendment or termination of this Agreement without the prior written consent of TPG Telemanagement, or its successors and assigns, which consent shall not be unreasonably withheld or delayed, so long as the lease between Venteicher and TPG Telemanagement, Inc. for a portion of the Venteicher Property is in full force and effect. The foregoing consent rights of TPG Telemanagement shall automatically lapse and terminate upon the expiration or termination of the lease.

(h) Notice. All notices and demands herein required shall be in writing and shall be sent by United States certified mail, return receipt requested, personal delivery, overnight courier (guaranteeing next day delivery) to the following addresses:

Venteicher Limited Liability Company
15504 Spaulding Plaza
Omaha Nebraska 68116
Attn: George W. Venteicher

VK Blondo Properties L.P.
15504 Spaulding Plaza
Omaha Nebraska 68116
Attn: George Venteicher

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

THE VENTEICHER LIMITED LIABILITY COMPANY

VK BLONDO PROPERTIES L.P.

By: George W. Venteicher
Title: Manager

By: George Venteicher
Title: gen. part.

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

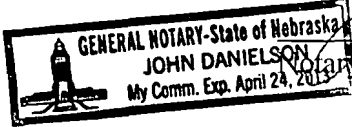
On this 25th day of August, 2011, before me a Notary Public in and for said county and state, personally appeared George W. Venteicher, known to me to be the identical person who subscribed his name to the foregoing as manager of THE VENTEICHER LIMITED LIABILITY COMPANY, and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of the corporation.



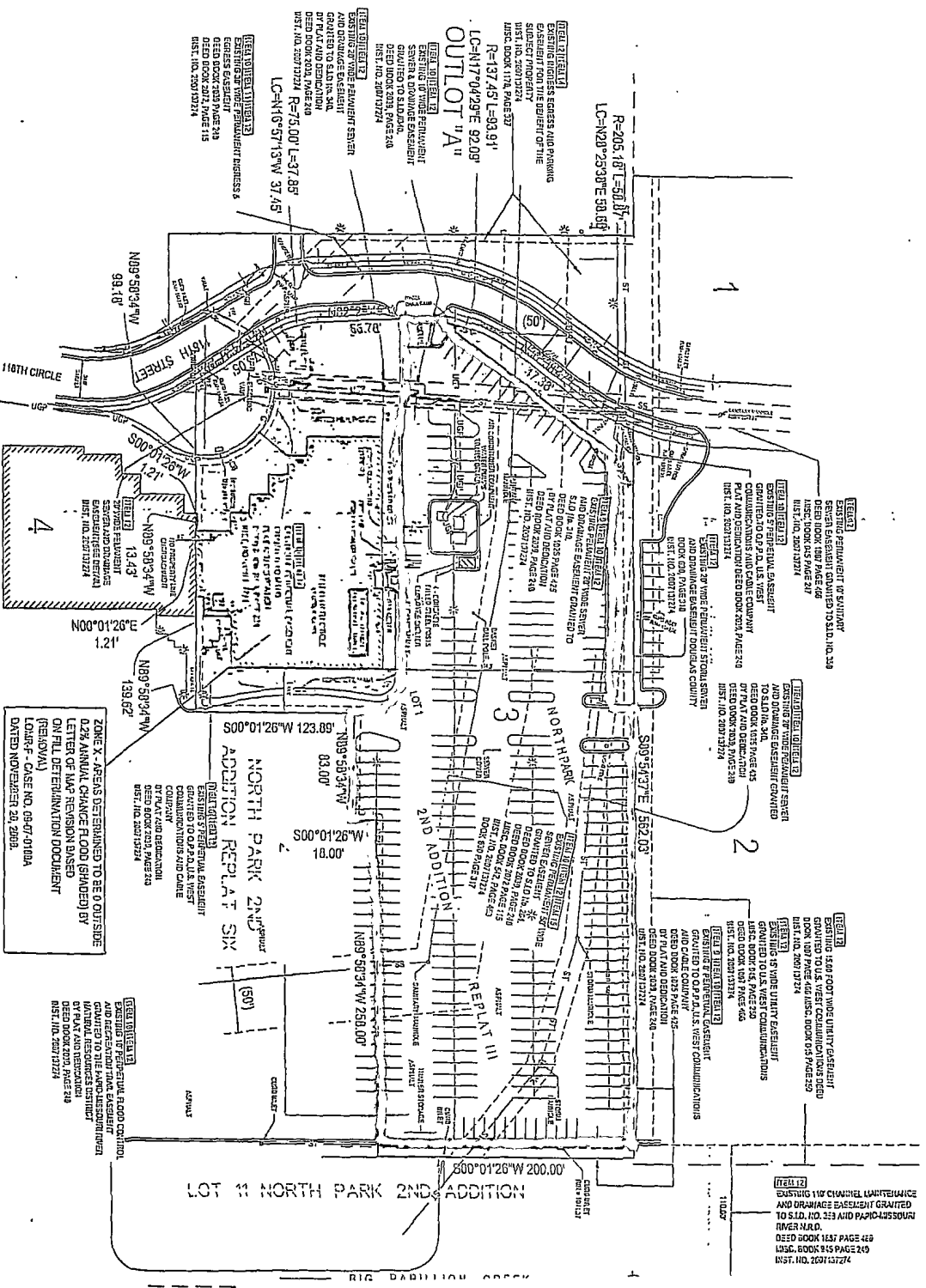
John Danielson
Notary Public

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

On this 25th day of August, 2011, before me a Notary Public in and for said county and state, personally appeared George W. Venturini, known to me to be the identical person who subscribed his name to the foregoing as general partner of VK BLONDO PROPERTIES L.P., and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of the limited partnership.

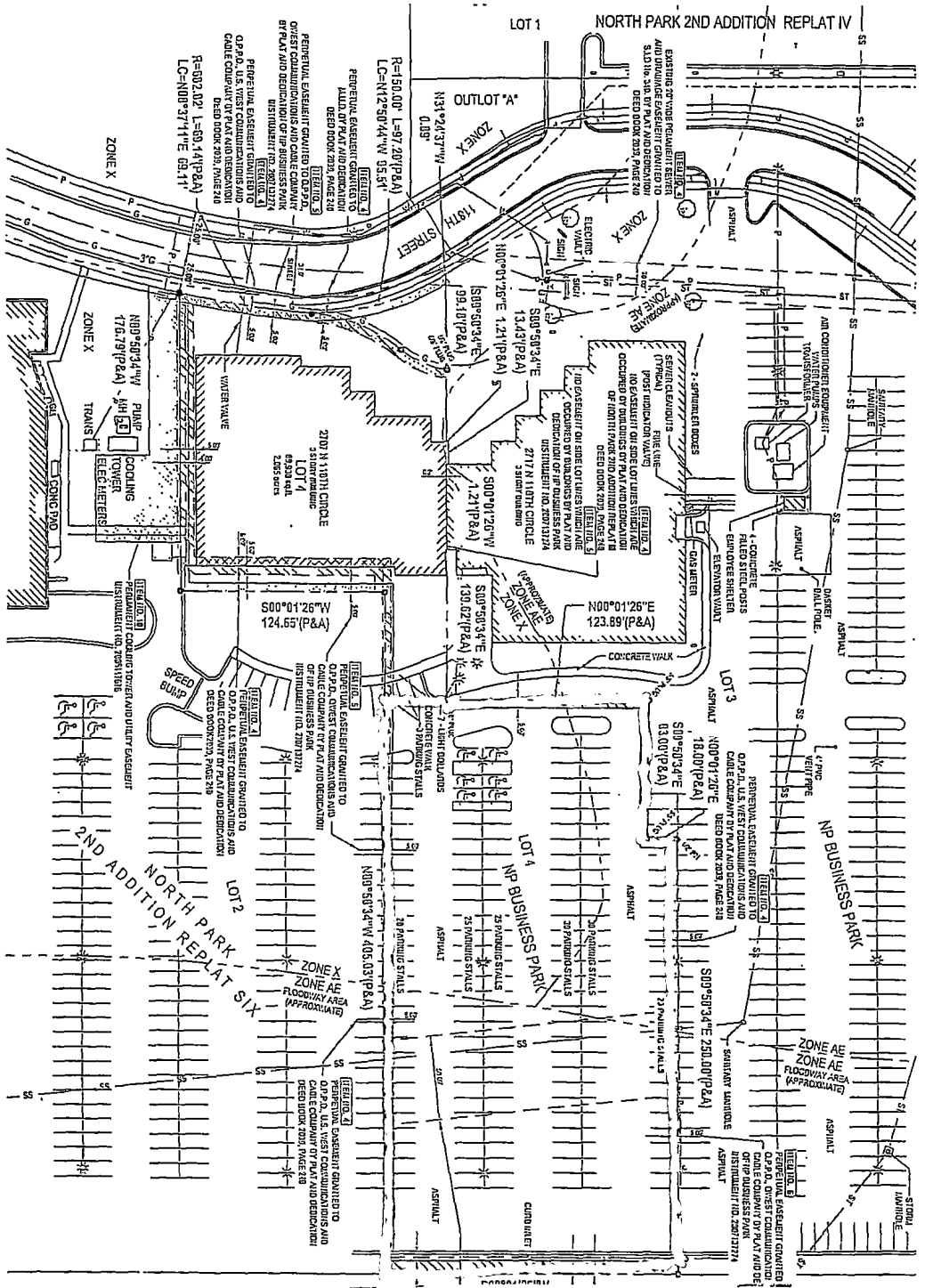
 John Danielson
Notary Public

LEGAL DESCRIPTION:
 Lot 3 NP Business Park, a subdivision of the City of Omaha, Douglas County, Nebraska



REMARKS:
 ZONE X - AREAS DETERMINED TO BE 0' OUTSIDE
 0.2% ANNUAL CHANCE FLOOD (SHADED) BY
 LETTER OF MAP REVISION BASED
 ON FILL DETERMINATION DOCUMENT
 (REVISION)
 LEAD# - CASE NO. 09-07-010A
 DATED NOVEMBER 20, 2008.

EXHIBIT "A"
 (LIMITS OF THE ATTACHED EASEMENT ARE OUTLINED IN RED)



(LIMITS OF THE ATTACHED EASEMENT ARE OUTLINED IN RED)

EXHIBIT "2"

LEGAL DESCRIPTION:
 Lot 4 NP Business Park, a subdivision of the City of Omaha, Douglas County, Nebraska

