

ATI TITLE COMPANY

314 S 19 ST
OMAHA, NE 68111

8.3195

LANCASTER COUNTY, NEB

Dan Nalton
REGISTER OF DEEDS

File No. 13351

#21-50

BLOCK
No
CODE
COSH
CHECKED

ENTERED

EDITED

SEP 14 2 50 PM '95

INST. NO 95 28546

WHEN RECORDED, PLEASE RETURN TO:
Joseph Polack
Polack, Woolley & Forrest, P.C.
11404 West Dodge Road, Suite 420
Omaha, Nebraska 68154

RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement ("Agreement") is executed this 4 day of September, 1995, by and between STAR CITY/FEDERAL, INC., a Nebraska corporation ("Star City"), and LINCOLN PARKING, L.L.C., a Nebraska limited liability company ("Lincoln Parking").

1. Recitals.

A. Star City is the owner of Lots 1 and 2, Cornhusker Shadows, Lincoln, Lancaster County, Nebraska; and Lincoln Parking is the owner of Lot 3, Cornhusker Shadows, Lincoln, Lancaster County, Nebraska. The foregoing lots will hereinafter be referred to simply as "Lot 1," "Lot 2," and/or "Lot 3."

B. Under date of November 19, 1993, Star City, as Lessor, entered into a lease entitled "U.S. Government Lease For Real Property" (the "Government Lease"), pursuant to which Star City constructed and leased to the United States of America ("Tenant"), an office building containing 102,738 net usable square feet of office and related space (the "Office Building"), which is located upon a portion of Lot 1.

C. Pursuant to the provisions of Paragraph 21, found on Sheet 2A, Page 7 of the Government Lease, Star City agreed that at any time within the first 39 months after the effective date of the Government Lease, which date is October 14, 1994, the Tenant shall have the option to acquire an additional 20,000 to 50,000 net usable square feet of office space contiguous to the initial space (the "Office Building Expansion"). In the event that the Office Building Expansion is constructed, portions thereof may be located upon portions of Lots 1 and 2 not presently occupied by the Office Building.

D. Contemporaneously with the construction of the Office Building on a portion of Lot 1, Star City constructed a grade level commercial parking lot on Lots 2 and 3, together with four parking spaces which are located on Lot 1. A Site Plan showing the location of the improvements constructed on Lots 1, 2 and 3 is attached hereto, marked Exhibit "A" and by this reference incorporated herein. Star City has conveyed Lot 3 to Lincoln Parking, which remains the owner thereof.

E. As an inducement to United of Omaha Life Insurance Company ("Lender"), to provide \$7,420,000.00 permanent mortgage financing to Star City for the Office Building and Lots 1 and 2, Star City has agreed to execute and deliver to Lender, inter alia, a \$7,420,000.00 Deed of Trust and Security Agreement covering Lots 1 and 2, together with and subject to the benefits and burdens arising out of this Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above and the agreements hereinafter contained, the parties hereto agree as follows:

A. Restrictions on Use. Except as may be required for Star City to comply with the Office Building Expansion requirements of the Government Lease, Star City and Lincoln Parking agree that neither shall construct any permanent structures upon, or make any additional improvements to, the parking facilities presently existing upon Lots 2 and 3, other than the paving, striping, fencing, guard building and other improvements presently located upon Lots 2 and 3, as

shown on the Site Plan, or use, or permit Lots 2 or 3 to be used, for any purpose other than parking and pedestrian and vehicular ingress and egress as an appurtenant benefit to the Office Building and any future Office Building Expansion.

B. Parking Easement. Lots 2 and 3 are presently managed by a commercial parking lot operator for the benefit of Star City and Lincoln Parking and the public parking spaces thereon are leased by the parking lot operator, as manager for Star City and Lincoln Parking, to members of the public on a first come, first served basis, at rates established by the parking lot operator. The parties hereto covenant and agree that those persons who are, from time to time, employees, customers, tenants, invitees, licensees, guests or visitors at the Office Building or future Office Building Expansion ("Office Building Invitees") who desire to park in the commercial parking lot located on Lots 2 and 3 shall have the preferred right to utilize the parking lot facilities under terms, conditions and provisions no less favorable than the most favorable terms, conditions and provisions offered to other members of the public in general who wish to park, from time to time, on Lots 2 and 3.

C. Vehicular Access. Star City, with respect to Lot 2, and Lincoln Parking, with respect to Lot 3, covenants that motor vehicle access to, upon and across Lots 2 and 3, respectively, as presently configured, shall remain unobstructed to and from the North 8th Street curb cut, as shown on the Site Plan. This provision shall not be deemed to impose a restriction, however, upon the right of Star City and Lincoln Parking to charge for parking upon Lots 2 and 3.

D. Pedestrian Access. Star City, with respect to Lot 2, and Lincoln Parking, with respect to Lot 3, covenants that pedestrian access to and from the Office Building and any future Office Building Expansion and Lots 2 and 3, respectively, via the driveways and sidewalks which now exist on Lots 2 and 3 and which in the future shall exist across Lots 2 and 3 shall always remain unobstructed so as to afford direct pedestrian access to and from all portions of Lots 2 and 3 to the Office Building and any future Office Building Expansion.


E. Perpetuity of Easements and Restrictions. The easements and restrictions herein established, created and granted shall run with the land, shall be deemed a burden upon Lots 2 and 3, for the benefit of Lot 1, and a burden upon Lot 2, for the benefit of Lot 3, and shall be binding upon, and inure to the benefit of, the respective successors and assigns of the parties hereto. This Agreement shall terminate at such time as the loan secured by the above-described Deed of Trust has been fully satisfied, a deed of reconveyance in respect thereof executed by the Trustee thereunder and recorded in the Office of the Register of Deeds of Lancaster County, Nebraska.

F. The provisions of this Agreement shall be superior to any liens or security interests which may hereafter arise by reason of any subordinate mortgage or deed of trust hereinafter placed upon Lot 1, Lot 2 or Lot 3.

G. No Dedication. Nothing contained in this Agreement shall be deemed a gift or dedication of any portion of Lot 2 or Lot 3 to the general public or for the general public or for any public purpose whatsoever.

IN WITNESS WHEREOF, this Agreement has been executed on the date first set forth above.

STAR CITY/FEDERAL, INC., a Nebraska corporation

By: 
H. Lee Gendler, President

LINCOLN PARKING, L.L.C., a Nebraska limited liability company

By: 
H. Lee Gendler - Member

By: 
Irvin Gendler - Member

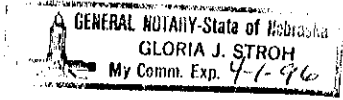
By: 
Cynthia Makinster - Member

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this 14th day of September, 1995, by H. Lee Gendler, President of Star City/Federal, Inc., a Nebraska corporation, on behalf of said corporation.

Gloria J. Stroh

Notary Public

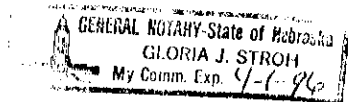


STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this 14th day of September, 1995, by H. Lee Gendler, Irvin Gendler and Cynthia Makinster, Members of Lincoln Parking, L.L.C., a Nebraska limited liability company, on behalf of said limited liability company.

Gloria J. Stroh

Notary Public



kd\wpd\data\misc\united\gendler\easeagr.

EXHIBIT "A"
SITE PLAN

