

Dan Jolte

REGISTER OF DEEDS

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INST. NO 2000

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WHEN RECORDED, PLEASE RETURN TO:

Joseph Polack
Gross & Welch, P.C.
11404 West Dodge Road, Suite 420
Omaha, Nebraska 68154

AMENDED RECIPROCAL EASEMENT AGREEMENT

This Amended Reciprocal Easement Agreement ("Agreement") is executed this 11th day of March, 1999, 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 property now legally described as Lot 1, Cornhusker Shadows 1st Addition, Lincoln, Lancaster County, Nebraska; and Lincoln Parking is the owner of property adjoining on the North, now legally described as Lot 2, Cornhusker Shadows 1st Addition, Lincoln, Lancaster County, Nebraska. The foregoing lots will hereinafter be referred to simply as "Lot 1" and "Lot 2."

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 an office building containing initially 102,738 net usable square feet of office and related space and, pursuant to Supplemental Lease Agreements, a subsequent addition containing approximately an additional 30,000 square feet of office space (collectively, the "Office Building"), which Office Building is located upon Lot 1.

C. Contemporaneously with the execution of the initial 102,738 square foot construction on a portion of Lot 1, Star City also constructed a grade level commercial parking lot on Lot 2. A site plan showing the location of the Improvements constructed on Lots 1 and 2 is attached hereto, marked Exhibit "A" and by this reference incorporated herein. Star City has conveyed Lot 2 to Lincoln Parking, which remains the owner thereof.

D. As an inducement to United of Omaha Life Insurance Company ("United"), to provide \$7,420,000.00 permanent mortgage financing to Star City for the Office Building and Lot 1, Star City executed and delivered to Lender, inter alia, a \$7,420,000.00 Deed of Trust and Security Agreement ("Deed of Trust") covering Lot 1 (and other property which is now part of Lot 2), together with and subject to the benefits and burdens arising out of that certain Reciprocal Easement Agreement dated September 14, 1995, filed September 14, 1995, as Instrument No. 95-28546 in the office of the Register of Deeds of Lancaster County, Nebraska (the "Reciprocal Easement Agreement").

E. This Amended Reciprocal Easement Agreement restates and replaces in its entirety the Reciprocal Easement Agreement.

RT

NOW, THEREFORE, in consideration of the recitals set forth above and as amendment to and restatement of the Reciprocal Easement Agreement, the parties hereto now agree as follows:

A. Restrictions on Use. Lincoln Parking agrees that it shall not construct any permanent structures upon, or make any additional improvements to, the parking facilities as presently existing upon Lot 2, other than the paving, striping, fencing, guard building and other improvements presently located upon Lot 2, as shown on the Site Plan, or use, or permit Lot 2 to be used, for any purpose other than parking and pedestrian and vehicular ingress and egress as an appurtenant benefit to the Office Building.

B. Parking Easement. Lot 2 is 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 ("Office Building Invitees") who desire to park in the commercial parking lot located on Lot 2 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 Lot 2.

C. Vehicular Access. Star City, with respect to Lot 1, and Lincoln Parking, with respect to Lot 2, each covenants with the other that motor vehicle access to, upon and across Lots 1 and 2, respectively, as presently configured, shall remain unobstructed to and from the North 8th Street curb cuts, as shown on the Site Plan. This provision shall not be deemed to impose a restriction, however, upon the right of Lincoln Parking to charge for parking upon Lot 2.

D. Pedestrian Access. Star City, with respect to Lot 1, and Lincoln Parking, with respect to Lot 2, each covenants with the other that pedestrian access to and from the Office Building and Lot 2, via the driveways and sidewalks which now exist on Lots 1 and 2 and which in the future shall exist across Lots 1 and 2 shall always remain unobstructed so as to afford direct pedestrian access to and from all portions of Lots 1 and 2 to the Office Building.

E. Perpetuity of Easements and Restrictions. The easements and restrictions herein established, created and granted shall run with the land, shall be deemed both a burden and benefit upon Lots 1 and 2, 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. Superior to Liens. The provisions of this Agreement shall be superior to any liens or security interests which may now exist or hereafter arise by reason of any mortgage or deed of trust placed upon Lot 1 or Lot 2.

G. No Dedication. Nothing contained in this Agreement shall be deemed a gift or dedication of any portion of Lot 1 or Lot 2 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: *Irvin Gendler*
Irvin Gendler, President

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

By: *Carol J. Gendler*
Carol J. Gendler, Trustee of the
Carol J. Gendler Revocable Trust, Member

By: *Irvin Gendler*
Irvin Gendler, Trustee of the
Irvin Gendler Revocable Trust, Member

By: *Cynthia Makinster*
Cynthia Makinster - Member

STATE OF WASH)
) ss.
COUNTY OF KING)

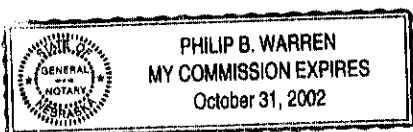
The foregoing instrument was acknowledged before me, a Notary Public, this 11 day of March, 1999, by Irvin Gendler, the President of Star City/Federal, Inc., a Nebraska corporation, on behalf of said corporation.



C.R. Erickson
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

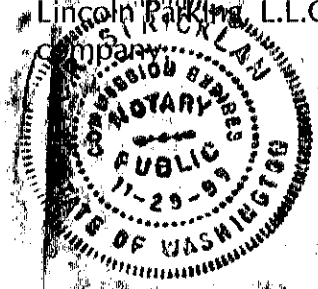
The foregoing instrument was acknowledged before me, a Notary Public, this 24 day of March, 1999, by Carol J. Gendler, Trustee of the Carol J. Gendler Revocable Trust, Member of Lincoln Parking, L.L.C., a Nebraska limited liability company, on behalf of said limited liability company.



Philip B. Warren
Notary Public

STATE OF Ne.)
) ss.
COUNTY OF King)

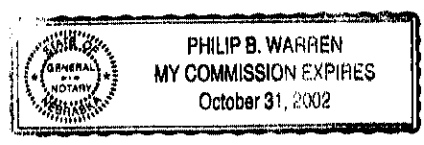
The foregoing instrument was acknowledged before me, a Notary Public, this 11 day of March, 1999, by Irvin Gendler, Trustee of the Irvin Gendler Revocable Trust, Member of Lincoln Parking, L.L.C., a Nebraska limited liability company, on behalf of said limited liability company.



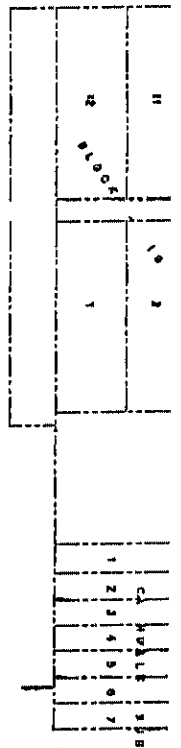
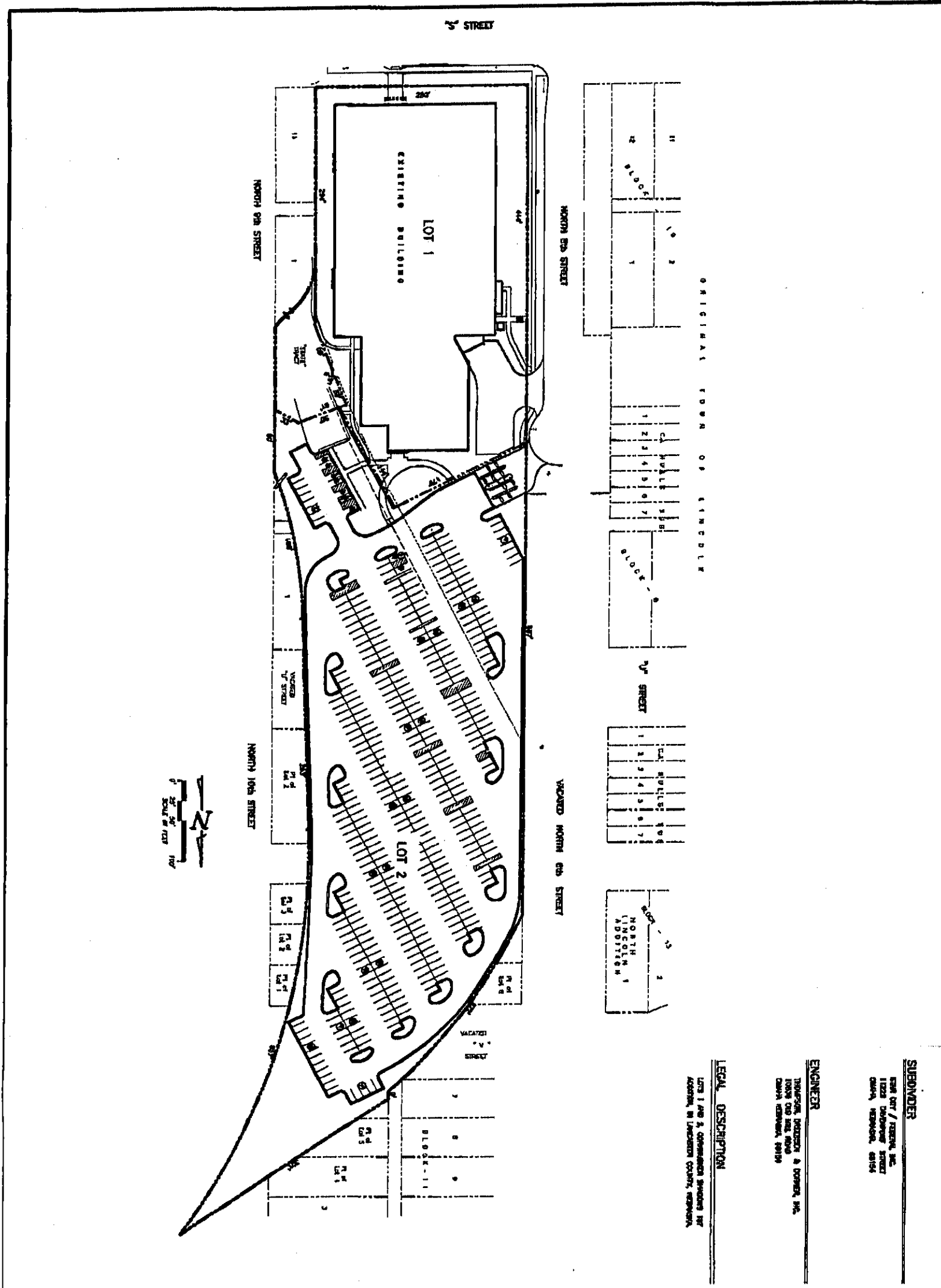
Philip B. Warren
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this 24 day of March, 1999, by Cynthia Makinster, Member of Lincoln Parking, L.L.C., a Nebraska limited liability company, on behalf of said limited liability company.



Philip B. Warren
Notary Public



ORIGINAL FORM OF LINCOLN



LEGAL DESCRIPTION

LOTS 1 AND 2, COMMERCIAL BUILDING TRACT
 ADJACENT TO LINCOLN COUNTY, NEBRASKA

SUBMITTER

JOHN D. HENNING, INC.
 1224 DUNDY STREET
 LINCOLN, NEBRASKA, 68504

ENGINEER

THOMAS R. HANCOCK & COMPANY, INC.
 1100 N. 9TH STREET
 LINCOLN, NEBRASKA, 68504

SITE PLAN

650 5TH STREET

LINCOLN, NEBRASKA

DATE	NOV. 18, 1998
BY	DAJ
FOR	STAFF
APPROVED	MAY 27, 1999
BY	AS SHOWN

THOMPSON, HANCOCK & COMPANY, INC.
 Consulting Engineers & Land Surveyors
 1000 OLD WALK ROAD
 LINCOLN, NE 68504
 (402) 330-0800

319-185-21