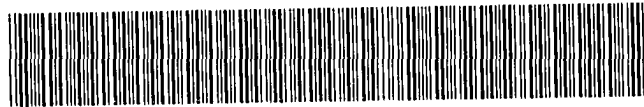




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MUTUAL EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, is made this 24th day of June, 2011, between LUCY KENDZIOR and AMY WASKEL, CO-TRUSTEES OF THE LUCILE A. SCHAAF REVOCABLE TRUST ("Trustees"), and 510 OLD MARKET, LLC, a Nebraska limited liability company ("Company").

RECITALS

- A. Trustees own Lots 1 and 2 of Lucile Schaaf's Corner, an addition to the City of Omaha, Douglas County, Nebraska (referred to herein as "Lot 1" and "Lot 2" respectively).
- B. Company owns Lot 3 of Lucile Schaaf's Corner, an addition to the City of Omaha, Douglas County, Nebraska ("Lot 3").
- C. Trustees desire an easement for emergency ingress and egress and for utilities over Lot 3 for the benefit of Lot 1 and Lot 2.
- D. Company desires an easement for utilities and an electrical meter located on Lot 2 for the benefit of Lot 3.
- E. Trustees and Company desire to enter into a written agreement to outline the easement rights of each lot identified herein.

AGREEMENT

NOW THEREFORE, the foregoing introduction and recitals are incorporated herein, and in consideration of the same and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by both parties hereto, Trustees and Company agree as follows:

1. Company, for itself, its successors and assigns, hereby conveys to Trustees, their successors and assigns a non-exclusive access easement with rights of ingress and egress over and upon the part of Lot 3 identified as the "Court Yard" on Exhibit "A" attached hereto and incorporated herein (the "Court Yard") for the purpose of providing emergency access to and from Lot 1 and Lot 2.
2. Company, for itself, its successors and assigns, hereby conveys to Trustees, their successors and assigns an easement along the west side of the Court Yard for the purpose of maintaining a gutter and downspout and for draining and discharging water from Lot 1 and Lot 2

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to the drain located on the outside of the southwest side of the Courtyard near the concrete dock, together with an easement for access to the same for maintenance and repairs.

3. Trustees as owners of Lot 1, for themselves, their successors and assigns, hereby convey to Trustees, as owners of Lot 2, their successors and assigns, an easement over and upon the south face of the building on Lot 1 for the purpose of maintaining a gutter and for draining and discharging water from Lot 2, together with an easement for access to the same for maintenance and repairs.

4. Company for itself, its successors and assigns, hereby conveys to Trustees, their successors and assigns an easement over, under and upon the Court Yard for an underground electrical line for the purpose of providing electrical service to Lot 1 and Lot 2 from the OPPD Electrical Vault, located near the southwest corner of Lot 3 and an easement for access to the same for maintenance and repairs.

5. Company for itself, its successors and assigns, hereby conveys to Trustees, their successors and assigns an easement over and upon the west face of the building located on Lot 3 for the purpose of attaching and providing telephone and cable service to Lot 1 and Lot 2 and an easement for access to the same for maintenance and repairs.

6. Trustees as owners of Lot 2, for themselves, their successors and assigns, hereby convey to Trustees, as owners of Lot 1, their successors and assigns, an easement over and upon the portico located at the southwest corner of the building on Lot 2 for the purpose of attaching and providing telephone and cable service to Lot 1 and an easement for access to the same for maintenance and repairs.

7. Trustees, as owners of Lot 2, for themselves, their successors and assigns, hereby convey to Company, its successors and assigns, an easement for maintaining the electrical meter for Lot 3 at its current location within the southwest corner of the building on Lot 2 and an easement for access to the same for readings, maintenance and repairs.

8. Trustees, as owners of Lot 2, and Company, each, for themselves, their successors and assigns, conveys to the other an easement for any utilities, which run along or within the common wall or upon the roof at or near the shared lot line of the said properties, and which service and benefit the other property, together with an easement for access to the same for maintenance and repairs.

9. Trustees, as owners of Lot 2, and as owners of Lot 1, for themselves, their successors and assigns, convey for the benefit of each property an easement for any utilities, which run along or within the common wall or upon the roof at or near the shared lot line of the said properties, and which service and benefit the other property, together with an easement for access to the same for maintenance and repairs.

10. All easements granted herein shall be appurtenant to the benefitted property. All of the easements, covenants, agreements, conditions, and restrictions set forth in this Agreement are intended to be and shall be construed as covenants running with the land, inuring to the benefit of, binding upon and enforceable by the parties hereto, and their respective successors, assigns, grantees, representatives, tenants and invitees.

11. For each easement granted herein, the following representations and covenants shall apply, and as applicable to each easement, Grantor shall refer to the grantor(s) of the easement and Grantee shall refer to the grantee(s) of the easement and their respective heirs, successors and assigns:

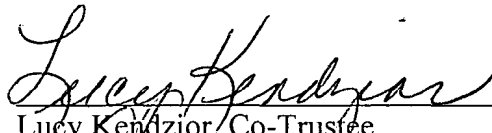
- a. Grantor is a lawful possessor of the real estate, has good right and lawful authority to make such conveyance, and Grantor shall warrant and defend this conveyance and shall indemnify and hold harmless Grantee forever against claims of all persons asserting any right, title or interest prior to or contrary to this conveyance.
- b. Grantor shall not at any time erect or construct any obstructions or improvements which materially interfere with Grantee's use or maintenance of the easement as contemplated in this Agreement, and shall not permit anyone else to do so.
- c. All maintenance and expenses associated with the easement, if any, shall be the responsibility of Grantee, except to the extent such maintenance or expense is for the benefit of Grantor.
- d. Grantee shall not permit or suffer to exist any construction liens against the easement area or other land owned by Grantor for any work done or materials furnished at the instance, request or on behalf of Grantee.
- e. Grantee's use of the easement area shall comply with all applicable federal, state and local laws, ordinances, codes, orders and rules ("Laws") including any environmental Laws.
- f. Grantee agrees to hold and save Grantor harmless, and to protect and indemnify Grantor from and against any and all liabilities or claims of liability, loss, costs, charges, expenses or damages of any kind or character whatsoever, including reasonable attorney's fees, incurred or sustained by Grantor by reason of or arising out of Grantee's use, maintenance or repair of the easement area.


12. Trustees and Company agree that this Agreement constitutes the entire agreement of the parties hereto. This Agreement may only be modified, cancelled or amended by a writing subscribed by all parties. The failure of a party to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed to be a waiver of any rights or remedies that such party may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained, except and only to the extent expressly waived in writing. This instrument shall be binding on the successors and assigns of Trustees and Company.

13. The doctrine of merger is hereby specifically negated and the easements granted herein shall be valid notwithstanding the fact that the benefitted and burdened lots may have common ownership.


IN WITNESS WHEREOF, the parties execute this Easement Agreement to be effective as of the date first written above.

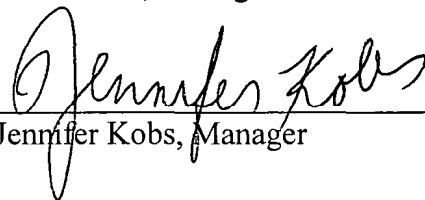
LUCY KENDZIOR and AMY WASKEL, CO-TRUSTEES OF THE LUCILE A. SCHAAF REVOCABLE TRUST


Lucy Kendzior, Co-Trustee


Amy Waskel, Co-Trustee

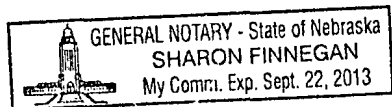
510 OLD MARKET, LLC, a Nebraska limited liability company

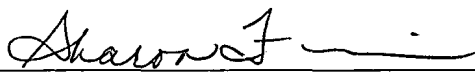
By: 
Brian Kobs, Manager

By: 
Jennifer Kobs, Manager

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

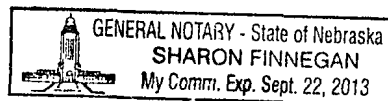
This instrument was acknowledged before me on June 24, 2011, by Lucy Kendzior and Amy Waskel, Co-Trustees of the Lucile A. Schaaf Revocable Trust.

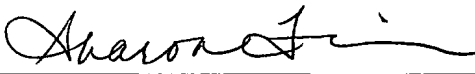



Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on June 24, 2011, by Brian Kobs and Jennifer Kobs, Managers of 510 Old Market, LLC, a Nebraska limited liability company on behalf of said company.




Notary Public

