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GEORGE W. BIRNBAUM
REGISTER OF DEEDS
DOUGLAS COUNTY, NE



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ACCESS LICENSE

THIS ACCESS LICENSE (this "License") is made this 30 day of June, 1995, by CORT EMERY PROPERTIES, LIMITED PARTNERSHIP, a Nebraska limited partnership f/k/a Cort Emery Properties, Ltd. ("Grantor"), in favor of ANTHONY, INC., a Nebraska corporation ("Grantee").

PRELIMINARY STATEMENT

1. Grantor is the owner of certain real estate legally described on Exhibit "A" attached hereto and incorporated herein by reference (the "Grantor's Property").

2. Grantee is the owner of certain real property legally described on Exhibit "B" attached hereto and incorporated herein by reference (the "Grantee's Property").

3. An electric meter and service lines for the same are located within and without the office building located on the Grantor's Property (collectively, the "Meter"), which Meter measures electric usage by, and which is utilized by, certain improvements on Grantee's Property. Grantor desires to grant to Grantee a non-exclusive license which allows Grantee, its successors and assigns and the agents, contractors, and employees of any of them, to access the improvements on Grantor's Property to maintain, service and read the Meter for Grantee's benefit. The parties hereto desire to also allocate the cost for removal or relocation of the Meter by either of them.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Grant of Access License. Grantor grants to Grantee, Grantee's successors and assigns, and agents, contractors and employees of any of them (the "Authorized Users") a non-exclusive license for the purposes of entering Grantor's Property and the improvements located thereon to read, maintain and service the Meter between the hours of 8:00 a.m. and 5:00 p.m. during any business day, which is deemed to exclude Saturdays, Sundays and any federal or State of Nebraska legal holidays (the "Access License"). Grantee, as a condition to exercising its rights under the Access License, shall give Grantor at least 24 hours prior notice of its intention to enter Grantor's Property and any improvements located thereon to exercise its rights hereunder.

2. Maintenance and Removal Expenses. Grantee shall maintain, repair, and replace, as may be appropriate, the Meter and

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MTG LOAN DEPT
ONE FIRST NATL CTR
OMAHA NE 68102

Grantor shall have no responsibility for any such expenses incurred with maintenance, repair and replacement of the Meter or any part thereof; provided, however, that if either party hereto desires to remove or relocate the Meter or any part thereof (the "Removing Party"), which shall only be allowed with the prior consent of the other party hereto if removal or relocation may interrupt electric service to, result in any damage to the property of, or materially interrupt the business of, any person, corporation or entity other than the Removing Party, the Removing Party shall be solely responsible for, and shall indemnify the other party hereto for claims against such party related to, all costs, expenses, damages and other liabilities related to such removal or relocation of the Meter or any part thereof.

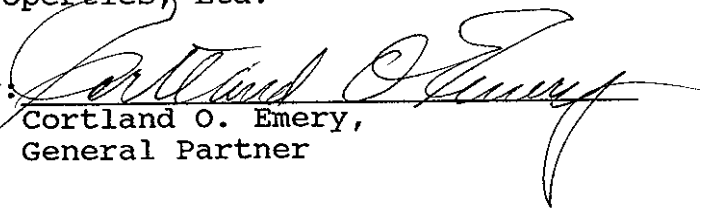
3. Relocation or Restriction of Access License. Grantor shall have the right to alter, relocate or restrict the Access License without first obtaining Grantee's prior consent if such restriction, relocation or alteration does not unreasonably limit the access to and from the Grantor's Property in the exercise of Grantee's rights granted hereunder.

4. No Dedication. Nothing contained in this License shall be deemed a gift or dedication of a portion of the Access License to the general public or for the general public or for any public purpose whatsoever.

5. Covenant to Run with Land. The parties agree that this License shall deem to be a covenant running with the land, be binding upon the parties hereto and any successor titleholders of the Grantor's Property and the Grantee's Property, and shall supersede any prior or contemporaneous agreements, whether written or oral, by and between the parties hereto or their predecessors in title.

IN WITNESS WHEREOF, Grantor has executed this License as of the day and year first above written.

CORT EMERY PROPERTIES, LIMITED
PARTNERSHIP, a Nebraska limited
partnership f/k/a Cort Emery
Properties, Ltd.

BY: 
Cortland O. Emery,
General Partner

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 30 day of June, 1995, by Cortland O. Emery, General Partner of Cort Emery Properties, Limited Partnership, a Nebraska limited partnership f/k/a Cort Emery Properties, Ltd., on behalf of the limited partnership.

Michael P. Earl
Notary Public

My Commission Expires:

MARCH 15, 1999



EXHIBIT "A"

PART OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE NORTH 90° 00' W (ASSUMED BEARING) ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION, 467.50 FEET; THENCE N 0° 19' 00" W, 33.00 FEET TO THE POINT OF BEGINNING; THENCE N 90° 00' 00" W ON A LINE 33.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, 316.41 FEET; THENCE N 0° 14' 45" W ON A LINE 540.00 FEET, EAST OF AND PARALLEL TO THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, 529.30 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE N 89° 52' 29" E, 315.38 FEET; THENCE S 0° 19' 00" E, 530.06 FEET TO THE POINT OF BEGINNING.

AND

A TRACT OF LAND IN THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE N 90° 00' 00" W (ASSUMED BEARING) ON THE SOUTH LINE OF SAID SOUTHEAST 1/4, 467.50 FEET; THENCE N 0° 19' 00" W, 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 0° 19' 00" W, 530.06 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE N 89° 52' 29" E ON THE SOUTH RIGHT OF WAY LINE OF SAID UNION PACIFIC RAILROAD, 42.45 FEET; THENCE S 00° 19' 19" E ON A LINE 425.00 FEET WEST FROM AND PARALLEL TO THE EAST LINE OF SAID SOUTHEAST 1/4, 530.15 FEET; THENCE N 90° 00' 00" W ON A LINE 33.00 FEET NORTH FROM AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHEAST 1/4 42.50 FEET TO THE POINT OF BEGINNING.

SEE

EXHIBIT "B"

LEGAL DESCRIPTION

That part of the Southeast 1/4 of Section 35, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the Southeast corner of said Section 35; thence North 00°00'00" West (assumed bearing) on the South line of the Southeast 1/4 of said Section, 425.00 feet; thence North 00°21'40" West, 33.00 feet to the point of beginning; thence North 00°00'00" West on a line 33.00 feet North of and parallel to said South line of the Southeast 1/4 of the Southeast 1/4, 42.50 feet; thence North 00°19'00" West, 590.06 feet to a point on the South right of way line of the Union Pacific Railroad; thence North 89°52'29" East on said South right of way line, 387.45 feet to a point 100 feet West of the East line of said Southeast 1/4; thence South 00°21'40" East on a line 100 feet West of and parallel to said East line, 130.80 feet; thence North 90°00'00" West on a line 433.00 feet North of and parallel to said South line of the Southeast 1/4 of the Southeast 1/4 325.00 feet; thence South 00°21'40" East on a line 435.00 feet West of and parallel to said East line of the Southeast 1/4 of the Southeast 1/4, 400.00 feet to the point of beginning, except a tract of land in the Southeast 1/4 of Section 35, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the Southeast corner of said Southeast 1/4; thence North 90°00'00" West (assumed bearing) on the South line of said Southeast 1/4, 467.50 feet; thence North 00°19'00" West, 33.00 feet to the point of beginning; thence continuing North 00°19'00" West, 830.06 feet to a point on the South right of way line of the Union Pacific Railroad; thence North 89°02'29" East on the South right of way line of said Union Pacific Railroad, 42.45 feet; thence South 00°19'19" East on a line 425.00 feet West from and parallel to the East line of said Southeast 1/4, 530.15 feet; thence North 90°00'00" West on a line 33.00 feet North of and parallel to the South line of said Southeast 1/4, 42.50 feet to the point of beginning, together with a non-exclusive easement for the benefit of Parcel 1 created by easement agreement, filed June 8, 1984, in Book 711 at Page 681 and assignment filed June 8, 1984 in Book 711 at Page 692, for ingress and egress over the following described property: A 24.00 foot wide parcel of land in the Southeast 1/4 of Section 35, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, the center line of said 24.00 foot wide parcel of land being more particularly described as follows: Commencing at the Southeast corner of said Southeast 1/4; thence North 90°00'00" West (assumed bearing) on the South line of said Southeast 1/4, 425.00 feet; thence North 00°21'40" West on a line 425.00 feet West of and parallel to the East line of said Southeast 1/4, 33.00 feet to the Southeast corner of a tract of land as described in Deed Book 1551 at Page 254 and hereinafter called Tract "A"; thence continuing North 00°21'40" West on a line 425.00 feet West of and parallel to the East line of said Southeast 1/4 and on the East line of said Tract "A", 443.14 feet to the point of beginning; thence South 89°38'45" West, 173.09 feet to a point of curve; thence Southwesterly on a 40.00 foot radius curve to the left, chord bearing South 44°38'45" West, chord distance 56.56 feet, an arc distance of 62.83 feet to a point of tangency; thence South 00°21'15" East, 265.00 feet to a point of curve; thence Southwesterly on an 11.93 foot radius curve to the right, chord bearing South 44°49'22" West, chord distance 16.92 feet, an arc distance of 18.81 feet to a point of reverse curve; thence Southwesterly on a 37.30 foot radius curve to the left, chord bearing South 45°00'00" West, chord distance 52.75 feet, an arc distance of 58.59 feet to a point of tangency; thence South 00°00'00" East, 87.53 feet to the point of termination of this easement, said point of termination also being on the North right of way line of "F" Street, subject to terms and provisions contained in said easement.

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