



MISC 2009121000



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Fee amount: 20.50  
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COMP: MB

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
11/10/2009 13:27:39.00



2009121000

**MEMORANDUM OF PARKING AGREEMENT**

This MEMORANDUM OF PARKING AGREEMENT (the "Memorandum") is executed this 21<sup>st</sup> day of October, 2009, by and between 220 Building, LLC, a Nebraska limited liability company ("220") and 8901 Building, LLC, a Nebraska limited liability company ("8901").

220 and 8901 hereby stipulate and agree as follows:

1. Parking Agreement. Pursuant to the terms and conditions of the Parking Agreement between 220 and 8901, dated October 1, 2009 (the "Agreement"), 220 granted 8901 a limited license to exclusively use certain parking spaces on the Property (as hereafter defined) as shown on Exhibit "A" attached hereto and incorporated herein by this reference, and to travel over and across the following described property (hereinafter the "Property"):

*Northwest Quarter of the*

A tract of land in the <sup>A</sup>Northeast Quarter of Section 22, Township 15 North, Range 12 East of the Sixth P.M., in Douglas County, Nebraska, more particularly described as follows:

Commencing at the center of Section 22, Township 15 North, Range 12 East, which point is on the centerline of 90th Street in the City of Omaha, Nebraska; thence due East 33.00 feet to a point on the East right-of-way of 90th Street; thence due North, along said East right-of-way line, 1,915.20 feet to the Southwest corner of a tract of land owned by Central States Broadcasting, Inc., thence North 89°47'00" East, along the southerly boundary of the Central States Broadcasting Tract, 247.00 feet to the point of beginning, thence North 89°47'00" East, continuing along the said southerly boundary 200.00 feet to a point on the West right-of-way line of 89th Street; thence due South, along the West right-of-way line of 89th Street, 241.20 feet to the Northeast corner of a tract of land owned by the First Covenant Church; thence South 89°47'00" west, along the northerly boundary of the said Church Tract, 200.00 feet; thence due North 241.20 feet to the point of beginning.

WHEN RECORDED, RETURN TO:  
Thomas F. Ackley  
Koley Jessen P.C., L.L.O.  
1125 South 103<sup>rd</sup> Street  
Suite 800  
Omaha, NE 68124  
501829.2

0238295

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In this description the West line of the Northeast 1/4 of Section 22, Township 15 North, Range 12 East, (centerline of 90th Street) is assumed to bear due North and South.

2. Term of Agreement. The Agreement is effective until the first to occur of: (i) December 31, 2019; or (ii) such time as the Agreement has been terminated by the then record owners of the Property and the 8901 Lot, pursuant to an instrument duly executed, acknowledged and recorded in the proper Office of the Register of Deeds of Douglas County, Nebraska.

3. Recording. This Memorandum is executed and is to be recorded in the Office of the Register of Deeds of Douglas County, Nebraska, solely for the purpose of providing record notification of the existence of the Agreement.

4. No Amendment. Nothing herein contained shall be construed to amend, modify, or in any other way affect the terms, conditions and provisions of the Agreement as therein set forth, all of which is ratified and confirmed by the parties hereto. This Memorandum is subject to all of the terms, conditions and provisions of the Agreement, and in the event of any inconsistency between the terms of this Memorandum and the Agreement, the terms of the Agreement shall prevail. Capitalized terms used in this Memorandum but not defined herein shall have the meaning ascribed to such terms in the Agreement.

5. Binding. This Memorandum shall also bind and benefit, as the case may require, the heirs, legal representatives, assigns and successors of the respective parties, and all covenants, conditions and agreements herein contained shall be construed as covenants running with the Property.

**[Remainder of this page intentionally left blank; signature pages follow.]**

IN WITNESS WHEREOF, the parties hereto have each caused this Memorandum to be executed as of the date first above written.

220 Building, LLC, a Nebraska limited liability company

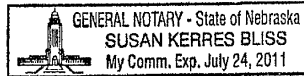
By: [Signature]  
Its: Gen. Mgr.

8901 Building, LLC, a Nebraska limited liability company

By: [Signature]  
Its: Gen. Mgr.

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

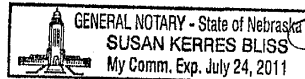
The foregoing Agreement was acknowledged before me on this 21 day of October, 2009, by John Mitchell of 220 Building, LLC, a Nebraska limited liability company and on behalf of said limited liability company.



[Signature]  
Notary Public

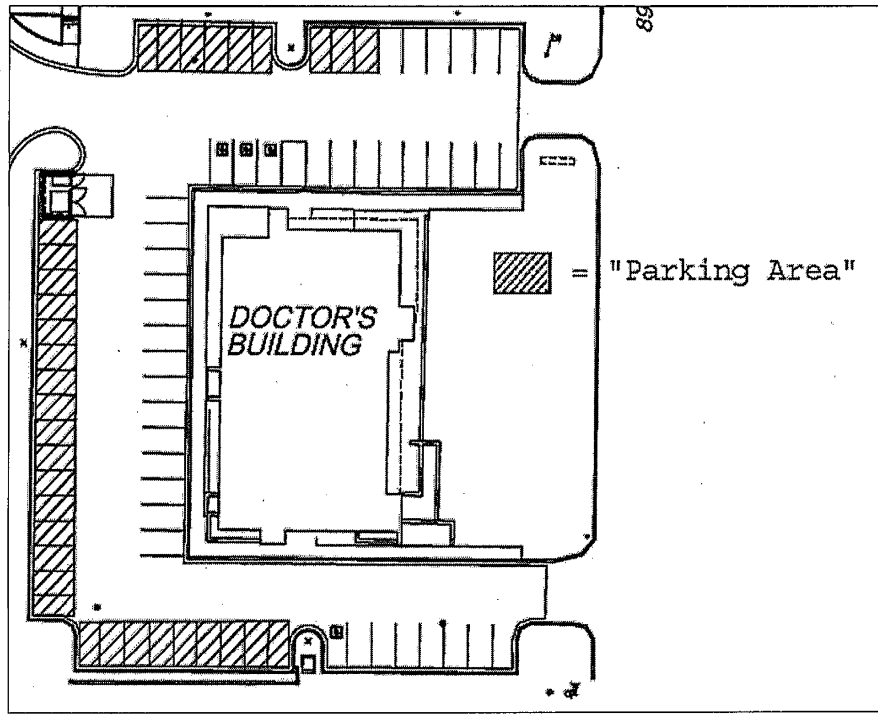
STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing Agreement was acknowledged before me on this 21 day of October, 2009, by John Mitchell of 8901 Building, LLC, a Nebraska limited liability company and on behalf of said limited liability company.



[Signature]  
Notary Public

EXHIBIT "A"  
DEPICTION OF PARKING AREA



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