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NOV 10 2009 13:27 P 8

Fee amount: 40.50
FB: 01 - 60000
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11/10/2009 13:27:52.00



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AGREEMENT FOR RECIPROCAL LICENSES FOR PARKING AND ACCESS

After recording return to:
Nebraska Title Company
14680 West Dodge Road, Suite 1
Omaha, NE 68154

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**AGREEMENT
FOR RECIPROCAL LICENSES
FOR PARKING AND ACCESS**

AGREEMENT FOR RECIPROCAL LICENSES FOR PARKING AND ACCESS (the "Agreement"), made and entered into as of June 26, 2009, by and between 8901 Building, LLC, a Nebraska limited liability company ("Company"), with a business address of PJ Morgan Real Estate, Attn: Walt Pepper, 7801 Wakeley Plaza, Omaha, Nebraska, 68114, and FIRST COVENANT CHURCH OF OMAHA ("Church"), a religious association incorporated under the laws of the State of Nebraska, with offices at 201 North 90th Street, Omaha, Nebraska, 68114.

RECITALS

WHEREAS, Company and Church own adjoining and improved properties with street addresses as shown above. The property owned by Company is legally described as follows:

Northwest Quarter of the
Part of the North East 1/4 of section 22, Township 15 North, Range 12 East of the sixth Principal Meridian, Douglas County, Nebraska, more particularly described as follows:

Commencing at the South West corner of said North East 1/4 of section 22-15-12; thence North along the West line of said North East 1/4 a distance of 1915.2 feet; thence East 60.0 feet to true point of beginning; thence continuing East a distance of 220.0 feet; thence South 241.2 feet; thence West 247.0 feet to a point 33.0 feet East of the West line of the said North East 1/4; thence North East 242.85 feet to point of beginning, containing 56,320.2 square feet or 1.29 acres, more or less, in Douglas County, Nebraska.

The property owned by the Church is legally described as follows:

South 350 feet of the East 447 feet of the West 480 feet, located in the Northwest Quarter of the Northeast Quarter of Section 22, Township 15, Range 12, Douglas County, Nebraska, consisting of 3.59 acres, more or Less; and

WHEREAS, each of the parties has installed on its adjoining properties parking facilities for the use of its members, employees, tenants and invitees; and

WHEREAS, each of the parties desires to increase the parking spaces available for its respective uses; and

WHEREAS, each of the parties normally experience a maximum use and demand for parking at a time when the other normally experiences a lesser demand and use, which permits reciprocal use of the adjoining parking facilities of both parties; and

WHEREAS, because of the alternating and complementary parking requirements, the parties desire to implement reciprocal use by each party of a portion of the other's parking lot and accesses thereto for respective purposes at mutually convenient times.

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AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants of the parties herein contained, the parties agree as follows:

1. Company hereby grants to Church a non-exclusive license to use Company's adjoining parking lot (located to the South of Company's office building and shown on Exhibit "A" attached hereto) and accesses thereto for the parking of vehicles, exclusive of buses and trucks, subject to the terms hereinafter set forth (the "Company's Parking Lot").

2. Church shall be entitled to the non-exclusive use of all available parking stalls on Company's Parking Lot (except those in the areas physically marked as reserved, visitors or for handicapped persons only) for vehicular parking purposes only for Church's members and guests, each evening Monday through Friday after the hours of 6:00 P.M. and at any time on Saturdays and Sundays, provided, however, that no overnight parking of vehicles shall be allowed.

3. Church hereby grants to Company (i) an exclusive license to use 32 designated parking stalls as shown on Exhibit "B" attached hereto (the "Exclusive Stalls"), and (ii) a non-exclusive license to use an additional 16 parking stalls (the "Non-Exclusive Stalls"), with all such stalls located in Church's adjoining lot (located to the North and West of the Church's building) and accesses thereto, for the parking of vehicles, exclusive of buses and trucks, subject to the terms hereinafter set forth (the "Church Parking Lot"). Church reserves the right to re-designate the location of the Exclusive Stalls, but shall give Company at least thirty (30) days' prior written notice of any such re-designation. Company hereby acknowledges and agrees that the Church may reduce the number of Non-Exclusive Stalls available to Company by providing Company with at least sixty (60) days' prior written notice of any reduction in the number of Non-Exclusive Stalls available to Company.

4. Company shall be entitled to use of the Exclusive Stalls and Non-Exclusive Stalls for vehicular parking purposes only for Company's employees, customers, invitees and tenants, and for the employees, customers and invitees of Company's tenants, Mondays through Fridays, from the hours of 6:30 A.M. to 6:00 P.M.; provided, however, that Company shall not be entitled to such use upon reasonable prior notice by Church to Company that Church needs the Exclusive Stalls and Non-Exclusive Stalls for a scheduled Church event (e.g., funeral, wedding or Church conference).

5. During the term of this Agreement, Company shall pay Church rent at the rate of Ten Dollars (\$10.00) per month for each of the Exclusive Stalls (\$10.00 x 32 stalls = \$320.00 per month or \$3,840.00 per year) and such rent shall be payable as follows: (i) \$1,920 on or before July 1, 2009; and (ii) \$3,840 on or before January 1 of each year during the Initial Term and any subsequent renewal term, commencing January 1, 2010; provided, however, on January 1, 2015 and each five year anniversary thereafter, the rent shall be subject to a one-time Consumer Price Index ("CPI") adjustment in an amount equal to the percentage of increase in the CPI measured from the beginning of the immediately preceding five (5) year rental period to the beginning of the next five (5) year rental period. As used herein, "CPI" shall mean the United States Department of Labor Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, U.S. City Average, all items (1982-84 = 100). In no event shall the rent payable during any rental period be less than the rent payable during the immediately preceding rental period. No rent shall be charged by Church for Company's use of the Non-Exclusive Stalls, and no rent shall be charged by Company for Church's use of the Company Parking Lot.

6. Vehicles parking in either the Company Parking Lot or Church Parking Lot shall have drive-through privileges for ingress and egress over and upon any paved access between the lots at any time. Such privilege shall never be construed as establishing a right-of way or easement to the general public over such routes, anything to the contrary notwithstanding, but is expressly restricted to persons having lawful business at either of the parties' premises.

7. Each party shall, at its own cost and expense, provide adequate maintenance, including snow removal, re-paving and sealing, for the lots and accesses on the respective properties covered by this Agreement. In the case of snow removal or other general maintenance, the parties will provide one another with reasonable notice and cooperation to insure that the uses permitted under this Agreement do not unreasonably interfere with the prosecution of the work. The parties shall also maintain the stairways between the lots and access thereto so as to be open and free of snow at all times.

8. In the event that the Church is assessed real estate taxes arising from its lease of the Church Parking Lot to Company as set forth in this Agreement, the Church shall provide written notice of such real estate taxes related to this Agreement to Company. After receiving notice of said real estate tax bill, Company shall, within thirty (30) days after receipt of said tax bill, pay such taxes and any late fees arising therefrom.

9. This Agreement shall commence and be effective as of July 1, 2009 and shall continue until December 31, 2019 (the "Initial Term"), with automatic and successive twelve (12) month renewals thereafter on the same terms and conditions unless written notice of a refusal to renew is given by either party to the other not less than six (6) months before the expiration of the Initial Term or the anniversary of any subsequent renewal term.

10. Upon termination of this Agreement, either party may construct or emplace on its own property an unobtrusive and reasonably attractive barrier over such connecting driveway so as to prevent its use, but without thereby destroying the driveway's utility in the event a subsequent and similar license or easement is negotiated; provided, however, that if either party should request removal of the driveway for purposes of new construction or landscaping following such a cancellation, consent of the other party shall not be withheld unreasonably.

11. Each party, as licensee of the other, acknowledges that it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the premises of the other, by virtue of the licenses herein granted or by any use or occupancy thereunder, other than the parking rights herein contained.

12. This Agreement embodies the entire understanding of the parties and is intended to supersede all previous agreements of the parties concerning this subject matter, including that certain Agreement for Reciprocal Licenses for Parking and Access, dated July 1, 1991. All previous agreements between the parties concerning mutual and reciprocal parking rights are hereby terminated. This instrument may be amended or modified only by an instrument of equal formality executed by the respective parties.

13. This Agreement shall be construed according to the laws of the State of Nebraska.

14. Any and all notices required hereunder shall be made to the parties at the addresses listed in the first paragraph of this Agreement.

15. Neither party shall transfer any of its rights under this Agreement except with the advance written consent of the other party, which consent shall not be unreasonably withheld.

[The remainder of this page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, these parties have executed this Agreement on as of the day and year first written above.

8901 Building, LLC, a Nebraska limited liability company

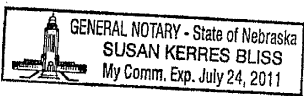
FIRST COVENANT CHURCH OF OMAHA, a Religious Association, Incorporated under the laws of the State of Nebraska

By: [Signature]
John C. Mitchell, Manager

By: [Signature]
Name: William R. Williamson
Title: Chairman

State of Nebraska)
) ss
County of Douglas)

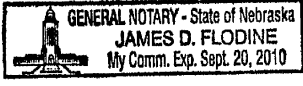
NOW on this 2 day of July, 2009, before me a duly appointed and qualified Notary Public, personally appeared John C. Mitchell, Manager of 8901 Building, LLC, known to me to be the same and identical person who signed the above and foregoing License and acknowledged the execution to be his voluntary act and deed on behalf of said company.



[Signature]
Notary Public

State of Nebraska)
) ss
County of Douglas)

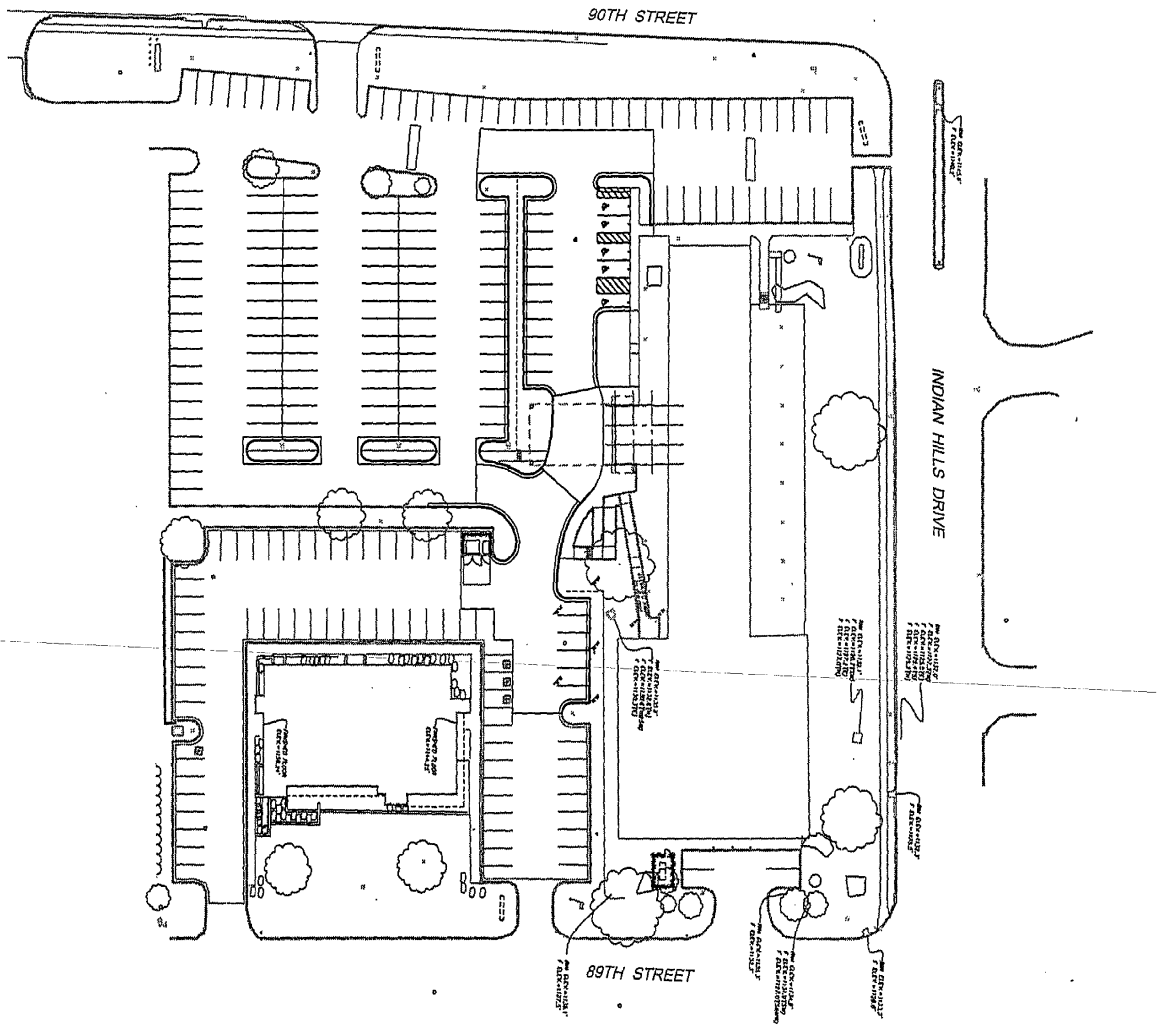
NOW on this 26 day of June, 2009, before me a duly appointed and qualified Notary Public, personally appeared William R. Williamson, Chairman of the Board of Trustees, First Covenant Church of Omaha, Nebraska, a Religious Association, known to me to be the same and identical person who signed the above and foregoing License and acknowledged the execution to be his voluntary act and deed on behalf of said Religious Association.

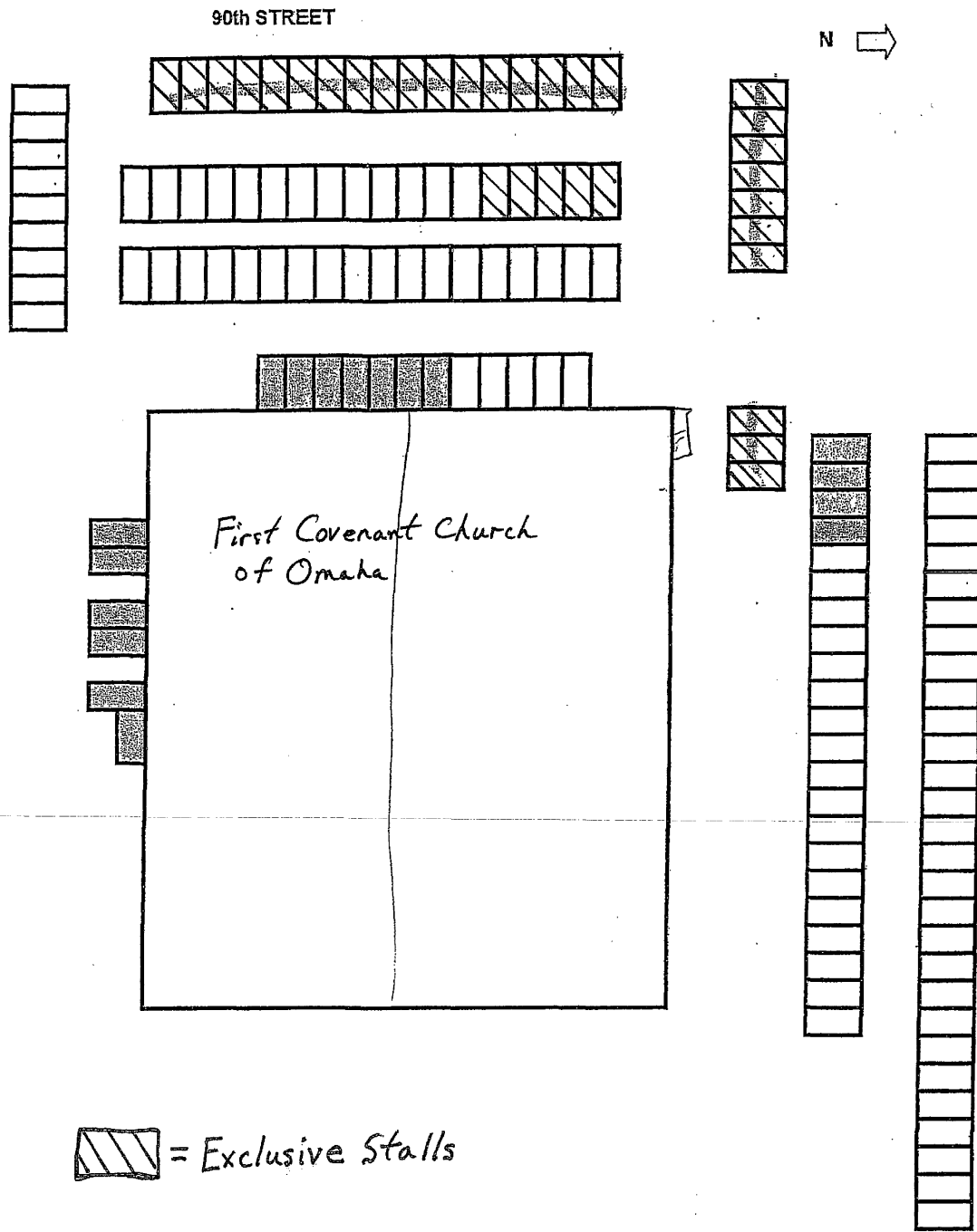


[Signature]
Notary Public

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EXHIBIT "A"
Company Parking Lot





EX AB