

AGREEMENT

AGREEMENT made December 20, 1984, between BEGGS AND ASSOCIATES, a Nebraska General Partnership, with its principal place of business in Douglas County, Nebraska, hereinafter called "Beggs" and BEGGS-WYANT PARTNERSHIP, a Nebraska General Partnership, with its principal place of business in Douglas County, Nebraska, hereinafter called "Beggs-Wyant", and MARK I PARTNERSHIP, a Nebraska General Partnership, with its principal place of business in Douglas County, Nebraska, hereinafter called "Mark I".

WHEREAS, Beggs is the owner in fee of that property situated in Douglas County, Nebraska, hereinafter referred to as Parcel 8A, set forth on the map attached hereto as Exhibit 1, and

WHEREAS, Beggs-Wyant is the owner in fee of that property situated in Douglas County, Nebraska, hereinafter called Parcel 7A, also set forth in Exhibit 1, and

WHEREAS, Mark I is the owner in fee of that property situated in Douglas County, Nebraska, hereinafter called Parcel 9, also set forth in Exhibit 1, and

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties covenant and agree for themselves, and their heirs, successors, and assigns, as follows:

1. Parking Easement to Other Parties. Beggs-Wyant and Mark I and all tenants and licensees of Parcels 7A and 9 or any part thereof and their business invitees, licensees, and employees shall have the right to use, free of charge, the following areas as parking areas (which expression as used herein includes entrances, exists, driveways, and walks), in common with Beggs and all tenants and licensees of Parcel 8A or any part thereof and their business invitees, licensees, and employees:

- a) That portion of Parcel 8A currently used as parking, and
- b) such additional portions of Parcel 8A as may from time to time be designated for customer parking by the person in control thereof.

2. Parking Easement to Other Parties. Beggs and Mark I and all tenants and licensees of Parcels 8A and 9 or any part thereof and their business invitees, licensees, and employees shall have the right to use, free of charge, the following areas as parking areas (which expression as used herein includes

entrances, exits, driveways, and walks), in common with Beggs-Wyant and all tenants and licensees of Parcel 7A or any part thereof and their business invitees, licensees, and employees:

- a) That portion of Parcel 7A currently used as parking, and
- b) such additional portions of Parcel 7A as may from time to time be designated for customer parking by the person in control thereof.

3. Parking Easement to Other Parties. Beggs and Beggs-Wyant and all tenants and licensees of Parcels 7A and 8A or any part thereof and their business invitees, licensees, and employees shall have the right to use, free of charge, the following areas as parking areas (which expression as used herein includes entrances, exists, driveways, and walks), in common with Mark I and all tenants and licensees of Parcel 9 or any part thereof and their business invitees, licensees, and employees:

- a) That part of Parcel 9 currently used as parking, and
- b) such additional portions of Parcel 9 as may from time to time be designated for customer parking by the person in control thereof.

4. Maintenance of Easement Areas. Each party shall maintain and keep in good repair the parking areas and rights-of-way situated on its premises and shall keep such areas and rights-of-way striped and clear and free of snow, ice, rubbish, and obstructions of every nature, and shall provide adequate drainage and lighting thereon. The parking areas and rights-of-way on both premises shall meet at equal grades and no obstructions shall be erected or permitted upon either premises which will in any way interfere with any rights granted by this Agreement. The striping of the parking spaces and the driveways shall not be changed by either party on its premises without the consent in writing of the other party. Each party shall maintain at all times insurance against claims for personal injury or property damage in an amount to be agreed upon. All such policies shall name both parties as insureds.

4. Term. This Agreement shall continue until mutually terminated by the owners of Parcels 8A, 7A and 9.

5. Covenants Running with Land. The easements hereby granted, the restrictions hereby imposed, and the agreements herein contained shall be easements, restrictions, and covenants running with the land and shall inure to the benefit of, and be

binding upon, the parties hereto and their respective heirs, successors, and assigns, including, but without limitation, all subsequent owners of Parcel 8A, Parcel 7A and Parcel 9 and all persons claiming under them.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

OWNER OF PARCEL 7A:

BEGGS-WYANT PARTNERSHIP, a Nebraska General Partnership,

By Paul Wyant

OWNER OF PARCEL 8A:

BEGGS AND ASSOCIATES, a Nebraska General Partnership,

By Paul Wyant

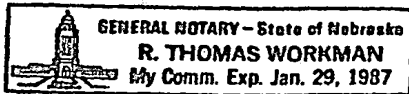
OWNER OF PARCEL 9:

MARK I PARTNERSHIP, a Nebraska General Partnership,

By Paul Wyant

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

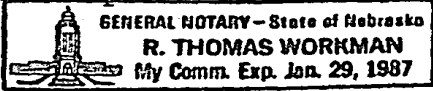
Subscribed and sworn to before me this 20th day of December, 1984, by Paul Wyant on behalf of Beggs-Wyant Partnership, a Nebraska General Partnership.



R. Thomas Workman
Notary Public

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

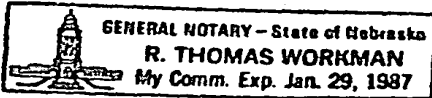
Subscribed and sworn to before me this 20th day of December, 19 84, by Paul Wyatt on behalf of Beggs and Associates, a Nebraska General Partnership.



R. Thomas Workman
Notary Public

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

Subscribed and sworn to before me this 20th day of December, 19 84, by Paul Wyatt on behalf of Mark I Partnership, a Nebraska General Partnership.



R. Thomas Workman
Notary Public

The undersigned being a mortgagee of Premises 8A hereby consents to the attached easement agreement.

COMMERCIAL FEDERAL SAVINGS AND LOAN

By Jane W. Reilly
Authorized Signature

The undersigned being a mortgagee of Premises C hereby consents to the attached easement agreement.

DOUGLAS COUNTY BANK AND TRUST

By Scott Brady
Authorized Signature

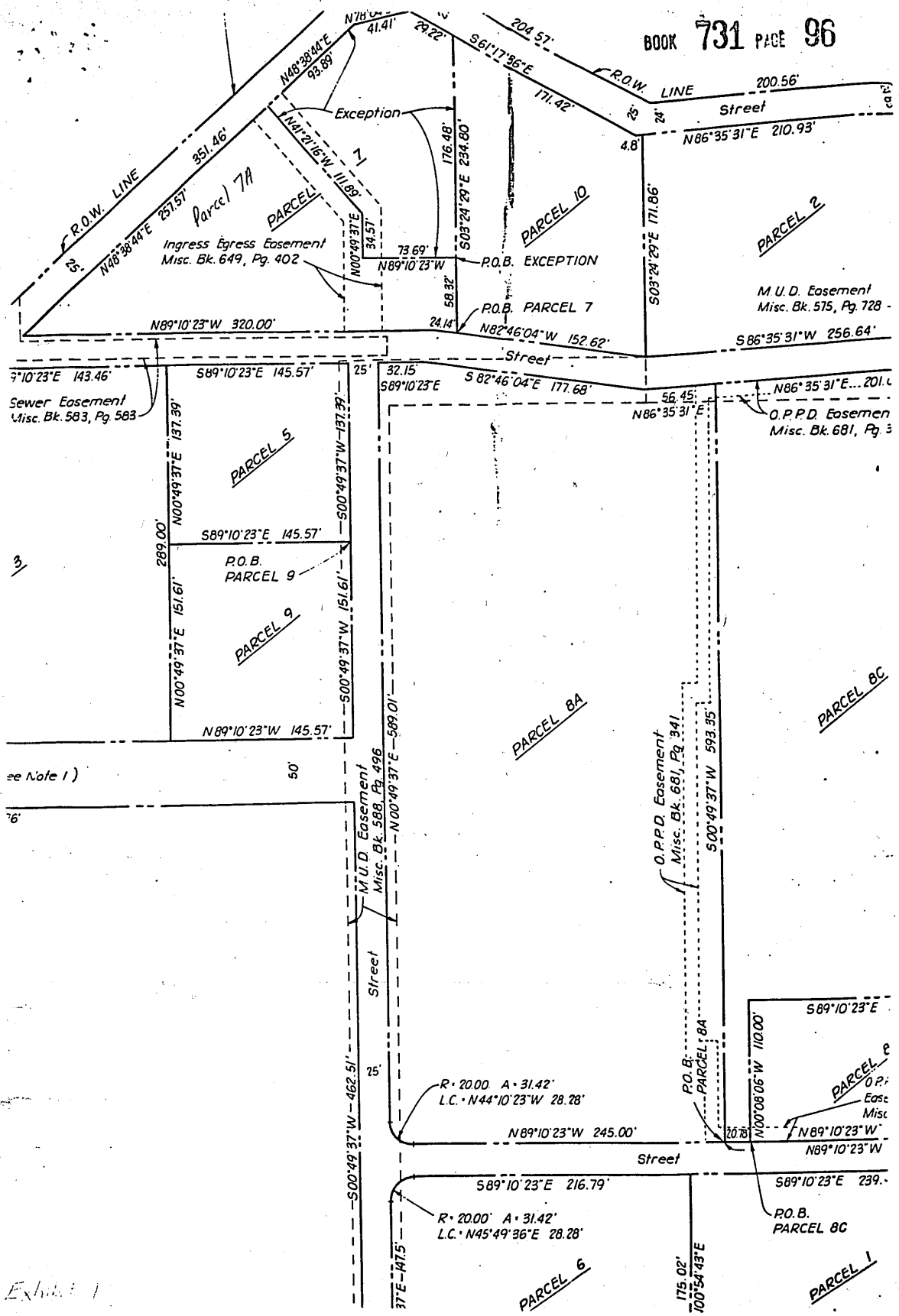


Exhibit 1



EXHIBIT "A"

LEGAL DESCRIPTION

A tract of land in the Northeast Quarter of the Northwest Quarter of Section 12, Township 14 North, Range 11 East of the 6TH P.M., Douglas County, Nebraska described as follows:

Commencing at the Southeast corner of the Northeast Quarter of the Northwest Quarter of said Section 12; thence North 89 10'23" West (assumed bearing) along the South line of the Northwest Quarter of the Northwest Quarter of said Section 12, a distance of 33.0 feet; thence North 00 08'06" along the west right-of-way line of 138th Street, a distance of 225.02 feet; thence North 89 10'23" West, a distance of 210.77 feet to the point of beginning; thence continuing North 89 10'23" West, a distance of 245.00 feet to a point of curvature; thence Northwesterly on a 20.0-foot radius curve to the right, a distance of 31.42 feet to a point of tangency; thence North 00 49'37" East, a distance of 589.01 feet; thence South 89 10'35" East, a distance of 32.15 feet; thence South 82 46'03" East, a distance of 177.69 feet; thence North 86 35'32" East, a distance of 56.45 feet; thence South 00 49'37" West, a distance of 593.35 feet to the point of beginning, now a part of the City of Omaha, Douglas County, Nebraska.

And those rights and privileges granted in a certain document made December 10, 1978, filed January 8, 1979 in Book 608, Page 491, Miscellaneous Records of Douglas County, Nebraska.

EXHIBIT "A"

LEGAL DESCRIPTION

A Tract of Land located in the Northeast Quarter of the Northwest Quarter of Section 12, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, now in the City of Omaha, being more particularly described as follows:

Commencing at the North Quarter Corner of said Section 12-14-11; thence South 00° 08' 06" East along the East line of the Northwest Quarter of said Section 12-14-11 (A.K.A. the center line of 138th Street), a distance of 460.9 feet; thence South 89° 51' 54" West to a point on the West right-of-way line of 138th Street, a distance of 33 feet; thence South 86° 35' 31" West, a distance of 256.64 feet; thence North 82° 46' 04" West a distance of 152.62 feet to the point of beginning; thence continuing North 82° 46' 04" West a distance of 24.14 feet; thence North 89° 10' 23" West a distance of 320.00 feet; thence North 48° 38' 44" East along a line 25 feet Southeasterly of and parallel to the Southeasterly right of way line of State Highway Number 50 a distance of 351.46 feet; thence North 78° 04' 56" West along a line 25 feet South of and parallel to the South right of way line of "Q" Street a distance of 41.41 feet; thence South 61° 17' 36" East a distance of 29.22 feet; thence South 03° 24' 29" East a distance of 234.80 feet to the point of beginning.

EXCEPT THE FOLLOWING:

A tract of land located in the NE 1/4 of the NW 1/4 of Section 12, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, now in the City of Omaha, being more particularly described as follows:

Commencing at the Northeast corner of said NW 1/4 of Section 12; thence S00° 08' 06" E (assumed bearing) along the East line of said NW 1/4 of Section 12, a distance of 460.90 feet; thence S89° 51' 54" W, a distance of 33.00 feet to a point on the West right-of-way line of 138th Street; thence S86° 35' 31" W, a distance of 256.64 feet; thence N82° 46' 04" W, a distance of 152.62 feet; thence N03° 24' 29" W, a distance of 58.32 feet to the Point of Beginning; thence N89° 10' 23" W, a distance of 73.69 feet; thence N00° 49' 37" E, a distance of 34.57 feet; thence N41° 21' 16" W, a distance of 111.89 feet; thence N48° 38' 48" E, a distance of 93.89 feet; thence N78° 04' 56" E, a distance of 41.41 feet; thence S61° 17' 36" E, a distance of 29.22 feet; thence S03° 24' 29" E, a distance of 176.48 feet to the Point of Beginning.

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