

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of DECEMBER, 1983, by and among Norwest Properties, Inc., a Minnesota corporation ("Norwest"), Harvey Oaks Associates Limited Partnership, a Nebraska limited partnership ("HOA"), Kroh Brothers Development Company, a Missouri corporation ("Kroh"), Boker Realty Corp., a Delaware corporation ("Boker"), and Alwood Associates Limited Partnership, a Connecticut limited partnership ("Alwood").

RECITALS

Norwest is the owner of real estate located in Douglas County, Nebraska, legally described as follows:

/ Lot 4, Replat of Harvey Oaks Plaza, an Addition to the City of Omaha, as surveyed, platted and recorded;

(the "Norwest Parcel").

HOA is the owner of real estate located in Douglas County, Nebraska, legally described as follows:

/ Lot 3, Replat of Harvey Oaks Plaza, an Addition to the City of Omaha, as surveyed, platted and recorded;

("Lot 3"); and

/ Lot 1, Replat of Harvey Oaks Plaza, an Addition to the City of Omaha, as surveyed, platted and recorded;

(the "HOA Parcel").

Kroh is the owner of real estate located in Douglas County, Nebraska, legally described as follows:

/ Lot 7, Replat of Harvey Oaks Plaza, an Addition to the City of Omaha, as surveyed, platted and recorded;

(the "Kroh Parcel").

Alwood is the owner of an estate for years, and Boker is the remainder man of real estate located in Douglas County, Nebraska, legally described as follows:

/ Lot 2, Replat of Harvey Oaks Plaza, an Addition to the City of Omaha, as surveyed, platted and recorded;

(the "Boker Parcel").

89-53

The parties desire to burden part of the Norwest Parcel and part of Lot 3 with a reciprocal access easement and to provide for maintenance and improvement of easement areas and a sharing of the costs thereof, all as set forth herein.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Easement Area" means the Norwest Parcel Easement Area and the Lot 3 Easement Area.

"HOA Parcel Owner" means HOA and its successors and assigns as the owner of the HOA Parcel.

"Lot 3 Easement Area" means that part of Lot 3 legally described on Exhibit A attached hereto.

"Lot 3 Owner" means HOA and its successors and assigns as the owner of Lot 3.

"Norwest Parcel Easement Area" means that part of the Norwest Parcel legally described on Exhibit B attached hereto.

"Operating Agreement" means that certain Common Area Maintenance Agreement dated August 13, 1981, and recorded in the office of the Douglas County Register of Deeds in Book 657, page 635, Miscellaneous Records, on August 20, 1981.

2. Grants of Easements. Norwest hereby grants and conveys to Lot 3 Owner, HOA Parcel Owner, Boker, Alwood and Kroh, and their respective successors and assigns, for the benefit of Lot 3, the HOA Parcel, the Boker Parcel and the Kroh Parcel, a perpetual, non-exclusive easement for vehicular access over and across the Norwest Parcel Easement Area. HOA hereby grants and conveys to Norwest, HOA Parcel Owner, Boker, Alwood and Kroh, and their respective successors and assigns, for the benefit of the Norwest Parcel, the HOA Parcel, the Boker Parcel and the Kroh Parcel, a perpetual, non-exclusive easement for vehicular access over and across the Lot 3 Easement Area.

3. Maintenance, Repair and Improvements. Lot 3 Owner shall at all times after the date hereof perform or cause to be

performed all reasonably necessary maintenance of and repairs to all paving, curbing and other improvements from time to time located in the Easement Area, which maintenance and repair shall include, without limitation, all reasonably necessary sweeping, cleaning, painting, repaving, and ice and snow removal. Lot 3 Owner shall not, after the date hereof, construct or install any additional improvements in the Easement Area other than (i) a semaphore traffic signal system governing the 146th Street and West Center Road intersection, (ii) any improvements required by applicable federal, state or local laws or regulations and (iii) any other improvements designed to improve traffic flow or reduce maintenance and repair costs to which Norwest, HOA Parcel Owner, Boker, Alwood and Kroh shall have consented in writing in advance. Lot 3 Owner shall have no obligation to make any additional improvements in the Easement Area, other than those described in clause (ii) of this Section 3.

4. Cost Sharing.

(a) The costs to Lot 3 Owner of performing or causing to be performed the maintenance and repairs in the Easement Area described in Section 3 hereof ("Maintenance Costs") shall be paid twenty percent by Norwest and eighty percent by Lot 3 Owner, HOA Parcel Owner, Boker, Alwood and Kroh, with such eighty percent allocated among them as set forth below. Lot 3 Owner shall from time to time submit to Norwest, HOA Parcel Owner, Boker, Alwood and Kroh a written statement of Maintenance Costs for the period in question together with appropriate documentation of such costs and their payment. Norwest shall promptly pay to Lot 3 Owner twenty percent of the amount of such statement, and HOA Parcel Owner, Boker, Alwood and Kroh shall promptly pay to Lot 3 Owner a share of eighty percent of the amount of such statement based on their proportionate share of common area costs as calculated under Sections 7.1 and 7.2 of the Operating Agreement, as amended from time to time. Such basing of shares on Sections 7.1 and 7.2 of the Operating Agreement

shall continue regardless of any termination of the Operating Agreement.

(b) Before commencing the installation or construction of any improvements in the Easement Area under Section 3 hereof, Lot 3 Owner shall submit estimates of the total costs thereof to Norwest, HOA Parcel Owner, Boker, Alwood and Kroh. As Lot 3 Owner pays the costs of such improvements ("Improvement Costs"), whether in a lump sum or in installments, Lot 3 Owner shall submit statements for Improvement Costs, together with appropriate documentation of such costs and their payment, to Norwest, HOA Parcel Owner, Boker, Alwood and Kroh, and promptly after receipt of such statements, Norwest shall pay to Lot 3 Owner twenty percent of the Improvement Costs on such statement and HOA Parcel Owner, Boker, Alwood and Kroh shall each pay to Lot 3 Owner the share of eighty percent of such Improvement Costs determined under Subsection (a) above.

5. Norwest's Right to Cure. In the event that (i) Lot 3 Owner fails to perform or cause to be performed the repair and maintenance in the Easement Area required by Section 3 hereof, other than removal of ice and snow, and such failure continues for 30 days after the date of written notice from Norwest to Lot 3 Owner, or (ii) at any time access to or from the Norwest Parcel over the Easement Area is unreasonably impeded by ice and snow, and Lot 3 Owner is not making reasonable efforts to remove same, then Norwest may perform or cause to be performed such repair, maintenance or removal and each of Lot 3 Owner, HOA Parcel Owner, Boker, Alwood and Kroh shall pay to Norwest its share determined under Section 4(a) of eighty percent of the cost to Norwest of such repair, maintenance or removal when billed therefor by Norwest.

6. Performance of Work. All installation or construction of improvements in the Easement Area by Lot 3 Owner shall be in accordance with all applicable laws, ordinances, and regulations, and shall be based on all necessary governmental permits and approvals. In performing or causing to be performed

BOOK 702 PAGE 646

If to Boker: c/o Demov Morris Levin & Shein
40 West 57th Street
New York, New York 10019

If to Alwood: c/o Proskauer Rose Goetz & Mendelsohn
300 Park Avenue
New York, New York 10022
Attn: Managing Clerk

If to Kroh: 8900 Ward Parkway
Kansas City, Missouri 64114

to such other addresses as have been theretofore furnished to the other party by written notice hereunder. Upon any transfer of all or any part of the parcels covered hereby, transferor shall send notice of the name of transferee and its address to all other parties hereto.

9. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

(b) Nothing contained in this Agreement shall create or be deemed to create in any fashion a lien on any of the real estate covered hereby in favor of the owner of any other real estate covered hereby.

(c) Common ownership of any of the various parcels covered hereby, or of any of the platted lots in such parcels as of the date hereof, shall not terminate or affect any of the easements or covenants contained herein through merger or otherwise.

(d) This Agreement may be executed and recorded in counterparts, all of which shall constitute an original thereof.

IN WITNESS WHEREOF, the parties hereto hereby set their hands as of the date first above written.

NORWEST PROPERTIES, INC.

By Walter W. Lee
Its Walter W. Lee

HARVEY OAKS ASSOCIATION
LIMITED PARTNERSHIP

By _____
Its _____

And By _____
Its _____

KROH BROTHERS DEVELOPMENT COMPANY

By _____
Its _____

And By _____
Its _____

BOKER REALTY CORP.

By _____
Its _____

And By _____
Its _____

ALWOOD ASSOCIATES LIMITED
PARTNERSHIP

By _____
Its _____

And By _____
Its _____

(d) This Agreement may be executed and recorded in counterparts, all of which shall constitute an original thereof.

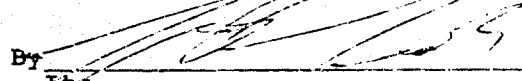
IN WITNESS WHEREOF, the parties hereto hereby set their hands as of the date first above written.

NORWEST PROPERTIES, INC.

By _____
Its _____

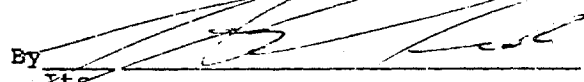
HARVEY OAKS ASSOCIATES
LIMITED PARTNERSHIP

By Kroh Brothers Development
Company, its general partner

By  _____
Its _____

And By _____
Its _____

KROH BROTHERS DEVELOPMENT COMPANY

By  _____
Its _____

And By _____
Its _____

BOKER REALTY CORP.

By _____
Its _____

And By _____
Its _____

ALWOOD ASSOCIATES LIMITED
PARTNERSHIP

By _____
Its _____

And By _____
Its _____



(1) This Agreement may be executed and recorded in counterparts, all of which shall constitute an original thereof.

IN WITNESS WHEREOF, the parties hereto hereby set their hands as of the date first above written.

NORWEST PROPERTIES, INC.

By _____
Its _____

HARVEY OAKS ASSOCIATION
LIMITED PARTNERSHIP

By _____
Its _____

And By _____
Its _____

KROH BROTHERS DEVELOPMENT COMPANY

By _____
Its _____

And By _____
Its _____

BOKER REALTY CORP.

By [Signature]
Its President

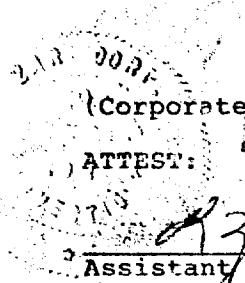
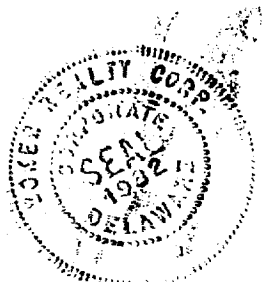
And By [Signature]
Its Secretary

ALWOOD ASSOCIATES LIMITED
PARTNERSHIP

By: Grezar Associates Limited Partnership,
General Partner

By [Signature]
Its A General Partner

And By [Signature]
Its Vice President



(Corporate Seal)

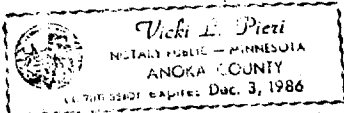
ATTEST:

[Signature]
Assistant Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing Easement Agreement was acknowledged before me this 20 day of September, 1983 by Walter W. Klus, Vice President of Norwest Properties, Inc., a Minnesota corporation, on behalf of the corporation.

Vicki L. Pieti
Notary Public



STATE OF)
) ss.
COUNTY OF)

The foregoing Easement Agreement was acknowledged before me this ___ day of _____, 1983 by _____, and _____ of Harvey Oaks Association Limited Partnership, a Nebraska limited partnership, on behalf of the partnership.

Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing Easement Agreement was acknowledged before me this ___ day of _____, 1983 by _____, and _____ of Kroh Brothers Development Company, a Missouri corporation, on behalf of the corporation.

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Easement Agreement was acknowledged before me this ___ day of _____, 1983 by _____, and _____ of Boker Realty Corp., a Delaware corporation, on behalf of the corporation.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing Easement Agreement was acknowledged before me this _____ day of _____, 1983 by _____ of Norwest Properties, Inc., a Minnesota corporation, on behalf of the corporation.

Notary Public

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

The foregoing Easement Agreement was acknowledged before me this 14th day of November, 1983 by GEORGE P. KROH, EXEC. VICE PRES. and _____ of Kroh Brothers Development Company, Missouri corporation, general partner of Harvey Oaks Associates Limited Partnership, a Nebraska limited partnership, on behalf of the partnership.

Patricia R. Mathison
Notary Public

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

The foregoing Easement Agreement was acknowledged before me this 14th day of November, 1983 by GEORGE P. KROH, EXEC. VICE PRESIDENT and _____ of Kroh Brothers Development Company, a Missouri corporation, on behalf of the corporation.

Patricia R. Mathison
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Easement Agreement was acknowledged before me this _____ day of _____, 1983 by _____ of Boker Realty Corp., a Delaware corporation, on behalf of the corporation.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing Easement Agreement was acknowledged before me this ____ day of _____, 1983 by _____ of Norwest Properties, Inc., a Minnesota corporation, on behalf of the corporation.

Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing Easement Agreement was acknowledged before me this ____ day of _____, 1983 by _____ and _____ of Harvey Oaks Association Limited Partnership, a Nebraska limited partnership, on behalf of the partnership.

Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing Easement Agreement was acknowledged before me this ____ day of _____, 1983 by _____ and _____ of Krch Brothers Development Company, a Missouri corporation, on behalf of the corporation.

Notary Public

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

The foregoing Easement Agreement was acknowledged before me this 21 day of November, 1983 by ROBERT C. HANDELING, PRESIDENT, and ALLAN D. GOODRIDGE, SECRETARY of Boker Realty Corp., a Delaware corporation, on behalf of the corporation.

Susan R. Sprague

Notary Public

SUSAN R. SPRAGUE
NOTARY PUBLIC, State of New York
No. 21-4673216
Qualified in New York County
Commission Expires March 30, 1984

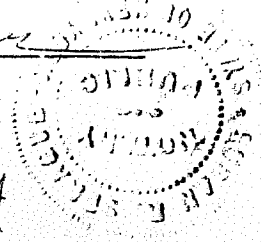


EXHIBIT A

BOOK 702 PAGE 654

Lot 3 Easement Area:

That part of Lot 3, Replat of Harvey Oaks Plaza, an Addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska, legally described as follows:

Commencing at the southeast corner of Lot 4, in said Replat of Harvey Oaks Plaza; thence easterly, along the most southerly line of Lot 3, a distance of 25 feet; thence Northerly, along a line parallel to the east line of Lot 4, a distance of 190 feet; thence westerly, parallel to the most southerly line of Lot 3, a distance of 25 feet to the east line of Lot 4; thence southerly, along the east line of Lot 4, a distance of 190 feet to the point of beginning.

EXHIBIT B

BOOK 702 PAGE 655

Norwest Parcel Easement Area:

That part of Lot 4, Replat of Harvey Oaks Plaza, an Addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska, legally described as follows:

Commencing at the southeast corner of Lot 4, thence westerly, along the south line of Lot 4, a distance of 25 feet; thence northerly, along a line parallel to the east line of Lot 4, a distance of 190 feet; thence easterly, parallel to the south line of Lot 4, a distance of 25 feet to the east line of Lot 4; thence southerly, along the east line of Lot 4, a distance of 190 feet to the point of beginning.

CONSENT OF MORTGAGEE:

The undersigned, as the trustee and beneficiary of a Trust Deed, Security Agreement and Option to Purchase against part of the real estate covered by the foregoing Easement Agreement, which Trust Deed is dated January 10, 1983, and recorded in the office of the Douglas County Register of Deeds in Book 2541, page 615, Mortgage Records, on January 13, 1983, hereby consents to and joins in the foregoing Easement Agreement for purposes of subordinating said Trust Deed and the lien thereof to the easements and covenants contained therein.

James F. Kasher

IDS Life Insurance Company

By [Signature]
Its Vice President

And By N. Clyde Nielsen
Its Assistant Secretary

STATE OF _____)
COUNTY OF _____) ss.

The foregoing Consent of Mortgagee was acknowledged before me this _____ day of _____, 1983 by James F. Kasher, as trustee.

Notary Public

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss.

The foregoing Consent of Mortgagee was acknowledged before me this 16th day of December, 1983 by Richard N. Latzer, Vice President, and N. Clyde Nielsen, Assistant Secretary, of IDS Life Insurance Company, a Minnesota corporation, on behalf of the corporation.



[Signature]
Notary Public

CONSENT OF MORTGAGEE.

The undersigned, as trustees under an Indenture of Mortgage and Deed of Trust against part of the real estate covered by the foregoing Easement Agreement, which Indenture is dated June 15, 1982, and recorded in the office of the Douglas County Register of Deeds in Book 2507, page 143, Mortgage Records, on June 30, 1982, hereby consents to and joins in the foregoing Easement Agreement for purposes of subordinating the lien of said Indenture to the easements and covenants contained therein.

MELLON BANK, N.A.

By [Signature]
Its ASSISTANT VICE PRESIDENT

And By _____
Its ASSISTANT TRUST OFFICER

[Signature]
N. R. Smith

STATE OF Pennsylvania)
COUNTY OF Allegheny) ss.

The foregoing Consent of Mortgagee was acknowledged before me this 24th day of November, 1983 by W. M. McNAMEE, ASSISTANT VICE PRESIDENT, and D. J. ZUPAN, ASSISTANT TRUST OFFICER, of Mellon Bank, N.A., on behalf of the association.

STATE OF Pennsylvania)
COUNTY OF Allegheny) ss.

The foregoing Consent of Mortgagee was acknowledged before me this 24th day of November, 1983 by N. R. Smith, as trustee.

[Signature]
Notary Public
MARY T. WEINHEIMER, Notary Public
Pittsburgh, Allegheny County, PA
My Commission Expires Jan. 2, 1986

[Signature]
Notary Public
MARY T. WEINHEIMER, Notary Public
Pittsburgh, Allegheny County, PA
My Commission Expires Jan. 2, 1986

The undersigned, Jundo, Inc., a Delaware corporation, hereby consents to the execution of the foregoing instrument.



[Signature]
Assistant Secretary

JUNDO, INC., a Delaware corporation

By *[Signature]*
Vice President

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

The above consent was acknowledged before me this 12 day of November, 1983 by John S. Hennigmann and Hon. Patalone, the Vice President and Assistant Secretary, respectively, of Jundo, Inc., a Delaware corporation, on behalf of the corporation.

WITNESS my hand and official seal affixed hereto the day and year in this certificate first above written.



My commission expires: _____

Tammy Lavelle
Notary Public

TAMMY LAVELLE
Notary Public, State of New York
No. 31-4775711
Qualified in New York County
Commission Expires March 30, 1984

CONSENT OF SUBLESSEE:

The undersigned, a Delaware corporation, as the holder of a sublessee's interest in the Boker Parcel pursuant to sublease dated June 15, 1982, a memorandum of which was recorded in the office of the Douglas County Register of Deeds in Book 673, page 205, Miscellaneous Records, on June 30, 1982, hereby consents to and joins in the foregoing Easement Agreement for purposes of subjecting its sublessee's interest in the Boker Parcel to the easements and covenants contained therein.

ALBERTSON'S, INC.

By Thomas R. Saldin
Its Vice President and Counsel

And by Minnie O. Armstrong
Its Secretary

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12-30-83 PH 3:12
STATE OF IDAHO)
COUNTY OF ADA) SS.
REGISTER OF DEEDS
DOUGLAS COUNTY

Book 702
Page 644
of 2

Fee 1.00
Index
Compt. 88-706

1/2 year

The foregoing Consent of Sublessee was acknowledged before me this 23rd day of September, 1983 by Thomas R. Saldin, Vice President and Counsel, and Minnie O. Armstrong Secretary, of Albertson's, Inc., a Delaware corporation, on behalf of the corporation.

Claudia C. Medlin

Notary Public