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RECIPROCAL EASEMENT AND AGREEMENT

DEL. C/O
LEGAL PG 292 SCAN 1/11/95

THIS AGREEMENT is made and entered into this ___ day of April, 1995, by and among NPX Partners, a Nebraska general partnership, with its principal place of business in Omaha, Douglas County, Nebraska (hereinafter referred to as "NPX"); NP5 Limited Partnership, a Nebraska limited partnership, with its principal place of business in Omaha, Douglas County, Nebraska (hereinafter referred to as "NP5"); NP2 Limited Partnership, a Nebraska limited partnership, with its principal place of business in Omaha, Douglas County, Nebraska (hereinafter referred to as "NP2"); and NP Land Limited Partnership, a Nebraska limited partnership, with its principal place of business in Omaha, Douglas County, Nebraska (hereinafter referred to as "NP Land").

W I T N E S S E T H:

WHEREAS, the parties to this Agreement are owners of real estate in Douglas County, Nebraska, located in a development commonly referred to as the North Park Business Park, which has been developed as an office park containing office buildings, facilities, parks, driveways and other improvements; and

WHEREAS, NPX is the owner of certain portions of Lot 10 of North Park Second Addition and certain property located in North Park First Addition and North Park Replat I, located in Douglas County, Nebraska, which properties are set forth in full in the legal description attached hereto, marked Exhibit "1," and by this reference made a part hereof; and

WHEREAS, NP5 is the owner in fee of part of Lot 6 of North Park Second Addition, located in Douglas County, Nebraska, all as

set forth in the legal description attached hereto, marked Exhibit "2," and by this reference made a part hereof; and

WHEREAS, NP2 is the owner in fee of property known as Lot 2 of North Park Replat I, as set forth in the legal description attached hereto, marked Exhibit "3," and by this reference made a part hereof; and

WHEREAS, NP Land is the owner in fee of a portion of Lot 10 of North Park Second Addition as located in Douglas County, Nebraska, as set forth in the legal description attached hereto, marked Exhibit "4," and by this reference made a part hereof; and

WHEREAS, all of the above properties located in the North Park Office Park have been platted so that each parcel has parking for office building structures located on each of the above-described parcels of real estate; and

WHEREAS, the parties hereto agree that it is in their best interests to enter into an agreement to provide for reciprocal parking easements and ingress and egress easements to benefit all of the parties to this Agreement.

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

1. Right of Way Easements. The parties hereto and all tenants and licensees thereof shall have, and are hereby granted by each party hereto, a right of way easement at all times in common with the owner and their respective tenants and licensees of each respective parcel of property described in Exhibits "1" through "4" hereof for motor vehicle and pedestrian traffic for the purpose of egress and ingress to the various parcels of property. Egress and ingress easements are hereby granted over such area of the properties described in Exhibits "1" through "4" as may be from time to time established for improved parking lots, driveways, sidewalks, jogging paths and other areas connecting the various parcels thereof. It is the intention of the parties hereto that all tenants, servants, visitors and licensees shall have the right to pass and repass along such easements for the purpose of access to any tract of property set forth in Exhibits "1" through "4." The locations of the parking lots, driveways, sidewalks and other improvements will be varied from time to time so long as each parcel provides access to parking areas and walkways for reasonable egress and ingress between the parcels described in Exhibits "1" through "4" attached to this Reciprocal Easement and Agreement.

2. Reciprocal Parking Easement. The parties hereto and each of them do hereby grant unto each party, their business invitees, licensees and employees the right to use, free of charge, all parking areas (which expression as used herein shall include

entrances, exits, driveways and walks) in common with all other parties, and the tenants, servants, visitors and licensees of the parties hereto. This reciprocal parking easement shall apply to all current parking areas contained in the properties owned by the parties hereto, together with such additional parking areas as may from time to time be designated for parking by the parties in control hereof; provided, however, said reciprocal parking easement shall not apply to any enclosed or covered parking currently existing or any such facilities which may hereafter be constructed on a parcel for the exclusive use of tenants and licensees of one of the parcels of land described on Exhibits "1" through "4," all at the discretion of the owner of such parcel. The current parking areas are those as set forth in Exhibit "5," attached hereto and by this reference made a part hereof, but may be changed, amended or reduced in the future from time to time by the owner of each such parcel.

3. Prohibition on Improvements on Parking Areas. The parties may build, maintain and permit to be built or maintained on the real estate described in Exhibits "1" through "4" structures or expansions of existing structures providing the parking ratio on the parcel on which the new structures or expansions are taking place does not fall below five (5) parking stalls per 1,000 feet of building area. Any party may, in addition, erect light towers, pertinent electrical equipment, signs relating to businesses conducted on any parcel of real estate, traffic or directional signals, fences, gates or similar structures which at the time of the erection thereof are usual in connection with the operation of the North Park Office Building Park.

4. Maintenance of Easement Area. Each party shall maintain and keep in good order the parking areas and rights of way situated on its parcel of real estate 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 all parcels of real estate shall meet at equal grades and no obstructions shall be erected or permitted on any parcel of real estate which will in any way interfere with the rights granted by this Agreement.

5. Commencement of Easement. The easements created herein may be recorded immediately and shall be in force and effect from the date of recordation. Each easement granted herein shall be for a term of fifty (50) years from the date of recordation and will continue in full force and effect thereafter so long as fifty percent (50%) of the total square footage of all of the parcels is used for office buildings and parking areas attached thereto.

6. 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 all of the parties hereto and their respective heirs, successors and assigns, including without limitation all subsequent owners of the premises as set forth in Exhibits "1" through "4" attached hereto and all persons claiming under them.

7. Entire Agreement. This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between them.

8. Notices. All notices under this Agreement shall be in writing and shall be personally delivered or mailed by certified mail, postage prepaid, addressed to the parties at their last known addresses.

9. Non-Waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided for herein.

10. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Nebraska.


11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date and year first above written.

NP2 LIMITED PARTNERSHIP, a
Nebraska limited partnership
by KV North Park Limited Partnership,
general partner,
by KV International, Inc., a Nebraska
Corporation

BY: 
President

By: 
Frank R. Krejci, ~~General Partner~~

By: 
George W. Venteicher, General Partner

NP LAND LIMITED PARTNERSHIP,
a Nebraska limited partnership
by KV International, Inc., a
Nebraska ~~partnership~~ corporation

BY: 
George W. Venteicher, President

NP5 LIMITED PARTNERSHIP, a
Nebraska limited partnership

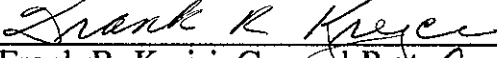
By: VENTEICHER LIMITED
LIABILITY COMPANY

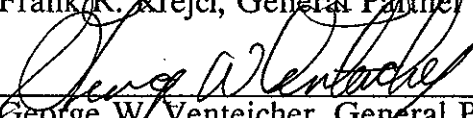
By: 
George W. Venteicher, One
of its Members

NPX PARTNERS, a Nebraska general partnership

By: NP 1 LIMITED PARTNERSHIP, a Nebraska limited partnership, Partner
By: KV NORTH PARK LIMITED PARTNERSHIP, a Nebraska limited partnership, General Partner
By: KV INTERNATIONAL, INC., a Nebraska corporation, General Partner

By: 
President

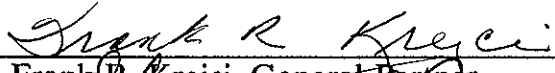
By: 
Frank R. Krejci, General Partner

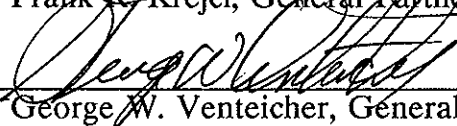
By: 
George W. Venteicher, General Partner

By: NP 2 LIMITED PARTNERSHIP, a Nebraska limited partnership, Partner
By: KV NORTH PARK LIMITED PARTNERSHIP, a Nebraska limited partnership, General Partner

By: KV INTERNATIONAL, INC., a Nebraska corporation, General Partner

By: 
President

By: 
Frank R. Krejci, General Partner

By: 
George W. Venteicher, General Partner

By: NP 3 LIMITED PARTNERSHIP, a Nebraska limited partnership, Partner
By: KV NORTH PARK SECOND LIMITED PARTNERSHIP, a Nebraska limited partnership, General Partner

By: 
George W. Venteicher, General Partner

By: NP 4 LIMITED PARTNERSHIP, a Nebraska limited partnership, Partner
By: KV NORTH PARK THIRD LIMITED PARTNERSHIP, a Nebraska limited partnership, General Partner

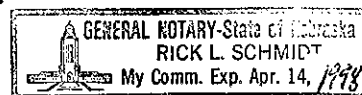
By: 
George W. Venteicher, General Partner

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

Acknowledged before the undersigned Notary Public this 17 day of May, 1995, by George W. Ventercher, _____ President of KV International, Inc., a Nebraska corporation, as General Partner of KV North Park Limited Partnership, a Nebraska limited partnership, as General Partner of NP 1 Limited Partnership, a Nebraska limited partnership, as Partner of NPX Partners, a Nebraska general partnership, for and on behalf of said Partnerships and Corporation.

Rick L. Schmidt
Notary Public

My Commission Expires: 4/14/98

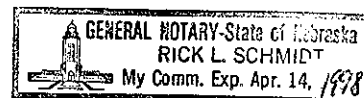


STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

Acknowledged before the undersigned Notary Public this 17 day of May, 1995, by Frank R. Kreier, _____ as General Partner of KV North Park Limited Partnership, a Nebraska limited partnership, as General Partner of NP 1 Limited Partnership, a Nebraska limited partnership, as Partner of NPX Partners, a Nebraska general partnership, for and on behalf of said Partnerships.

Rick L. Schmidt
Notary Public

My Commission Expires: 4/14/98

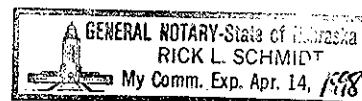


STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

Acknowledged before the undersigned Notary Public this 17 day of May, 1995, by George W. Ventercher, _____ as General Partner of KV North Park Limited Partnership, a Nebraska limited partnership, as General Partner of NP 1 Limited Partnership, a Nebraska limited partnership, as Partner of NPX Partners, a Nebraska general partnership, for and on behalf of said Partnerships.

Rick L. Schmidt
Notary Public

My Commission Expires: 4/14/98

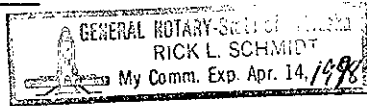


STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

Acknowledged before the undersigned Notary Public this 17 day of May, 1995, by George W. Venter, President of KV International, Inc., a Nebraska corporation, as General Partner of KV North Park Limited Partnership, a Nebraska limited partnership, as General Partner of NP 2 Limited Partnership, a Nebraska limited partnership, as Partner of NPX Partners, a Nebraska general partnership, for and on behalf of said Partnerships and Corporation.

Rick L. Schmidt
Notary Public

My Commission Expires: 4/14/98

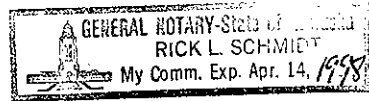


STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

Acknowledged before the undersigned Notary Public this 17 day of May, 1995, by Frank R. Krejci, as General Partner of KV North Park Limited Partnership, a Nebraska limited partnership, as General Partner of NP 2 Limited Partnership, a Nebraska limited partnership, as Partner of NPX Partners, a Nebraska general partnership, for and on behalf of said Partnerships.

Rick L. Schmidt
Notary Public

My Commission Expires: 4/14/98

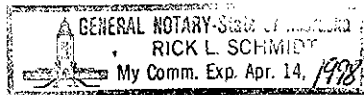


STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

Acknowledged before the undersigned Notary Public this 17 day of May, 1995, by George W. Venter, as General Partner of KV North Park Limited Partnership, a Nebraska limited partnership, as General Partner of NP 2 Limited Partnership, a Nebraska limited partnership, as Partner of NPX Partners, a Nebraska general partnership, for and on behalf of said Partnerships.

Rick L. Schmidt
Notary Public

My Commission Expires: 4/14/98



STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

Acknowledged before the undersigned Notary Public this 17 day of May, 1995, by George W. Ventercher, as General Partner of KV North Park Second Limited Partnership, a Nebraska limited partnership, as General Partner of NP 3 Limited Partnership, a Nebraska limited partnership, as Partner of NPX Partners, a Nebraska general partnership, for and on behalf of said Partnerships and Corporation.

Rick L. Schmidt
Notary Public

My Commission Expires: 4/14/98

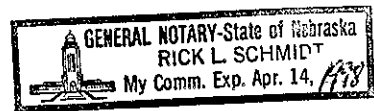


STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

Acknowledged before the undersigned Notary Public this 17 day of May, 1995, by George W. Ventercher, as General Partner of KV North Park Third Limited Partnership, a Nebraska limited partnership, as General Partner of NP 4 Limited Partnership, a Nebraska limited partnership, as Partner of NPX Partners, a Nebraska general partnership, for and on behalf of said Partnerships and Corporation.

Rick L. Schmidt
Notary Public

My Commission Expires: 4/14/98



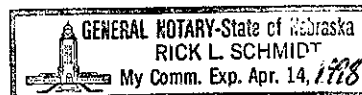
STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

Acknowledged before the undersigned Notary Public this 17 day of May, 1995, by George W. Venteicher, President of KV International, Inc., a Nebraska corporation, as General Partner of KV North Park Limited Partnership, a Nebraska limited partnership, as General Partner of NP 2 Limited Partnership, a Nebraska limited partnership, for and on behalf of said Partnerships and Corporation.

Rick L. Schmidt

Notary Public

My Commission Expires: 4/14/98



STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

Acknowledged before the undersigned Notary Public this 17 day of May, 1995, by Frank R. Krejci as General Partner of KV North Park Limited Partnership, a Nebraska limited partnership, as General Partner of NP 2 Limited Partnership, a Nebraska limited partnership, for and on behalf of said Partnerships.

Rick L. Schmidt

Notary Public

My Commission Expires: 4/14/98



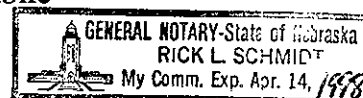
STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

Acknowledged before the undersigned Notary Public this 17 day of May, 1995, by George W. Venteicher, as General Partner of KV North Park Limited Partnership, a Nebraska limited partnership, as General Partner of NP 2 Limited Partnership, a Nebraska limited partnership, for and on behalf of said Partnerships.

Rick L. Schmidt

Notary Public

My Commission Expires: 4/14/98



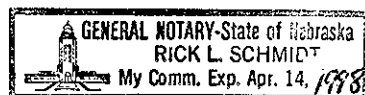
STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

Acknowledged before the undersigned Notary Public this 17 day of May, 1995, by George W. Venteicher, President of KV International, Inc., a Nebraska corporation, as General Partner of NP Land Limited Partnership, a Nebraska limited partnership, for and on behalf of said Partnerships and Corporation.

Rick L. Schmidt

Notary Public

My Commission Expires: 4/14/98



STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

Acknowledged before the undersigned Notary Public this 17 day of May, 1995, by George W. Venteicher, as Member of Venteicher Limited Liability Company, as General Partner of NP 5 Limited Partnership, for and on behalf of said Partnership and Company.

Rick L. Schmidt

Notary Public

My Commission Expires: 4/14/98

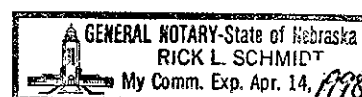


EXHIBIT "1"

mc-27545

- ✓ PARCEL 1: Lot 2, in NORTH PARK, 1ST ADDITION, a Subdivision, located in the Southwest Quarter (SW1/4) of Section 8, Township 15 North, Range 12 East of the 6th P.M., in Douglas County, Nebraska.
- ✓ PARCEL 2: Lot 3, in NORTH PARK, 1ST ADDITION, a Subdivision, located in the Southwest Quarter (SW1/4) of Section 8, Township 15 North, Range 12 East of the 6th P.M., in Douglas County, Nebraska.
- ✓ PARCEL 3: Lot 4, in NORTH PARK, 1ST ADDITION, a Subdivision, located in the Southwest Quarter (SW1/4) of Section 8, Township 15 North, Range 12 East of the 6th P.M., in Douglas County, Nebraska.
- ✓ PARCEL 4: That part of Lot 2, in NORTH PARK REPLAT I, a Subdivision, located in the Southwest Quarter (SW1/4) of Section 8, Township 15 North, Range 12 East of the 6th P.M., in Douglas County, Nebraska, more particularly described as follows:

mc-27547

Commencing at the Southwest corner of said Lot 2, North Park Replat I, said point also being on the East right-of-way line of 120th Street; thence North 00°00'01" West (assumed bearing), along said East right-of-way line of 120th Street, said line also being the West line of said Lot 2, North Park Replat I, a distance of 233.84 feet, to the Point of Beginning; thence along said East right-of-way line of 120th Street, said line also being said West line of Lot 2, North Park Replat I, on the following described courses; thence North 00°00'01" West, a distance of 457.98 feet; thence Northeasterly, on a curve to the right with a radius of 27.00 feet, a distance of 42.41 feet, said curve having a long chord which bears North 44°59'59" East, a distance of 38.18 feet, to a point on the South right-of-way line of Grant Street, said point also being on the North line of said Lot 2, North Park Replat I; thence North 89°59'59" East, along said North line of Lot 2, North Park Replat I, a distance of 53.00 feet, to the Northwest corner of Lot 1, said North Park Replat I; thence along the West line of said Lot 1, North Park Replat I, on the following described courses; thence South 00°00'01" East, a distance of 25.00 feet; thence South 44°59'59" West, a distance of 70.71 feet; thence South 00°00'01" East, a distance of 156.25 feet, to the Southwest corner of said Lot 1, North Park Replat I; thence North 89°59'59" East, along the South line of said Lot 1, North Park Replat I, a distance of 200.00 feet, to the Southeast corner of said Lot 1, North Park Replat I; thence North 00°00'01" West, along the East line of said Lot 1, North Park Replat I, a distance of 222.14 feet, to a point on said South right-of-way line of Grant Street, said line also being said North line of Lot 2, North Park Replat I; thence along said South right-of-way line of Grant Street, said line also being said North line of Lot 2, North Park Replat I, on the following described courses; thence Southeasterly, on a curve to the right with a radius of 299.32 feet, a distance of 9.56 feet, said curve having a long chord which bears South 74°54'57" East, a distance of 9.56 feet; thence South 74°00'01" East, a distance of 190.00 feet; thence Southeasterly, on a curve to the left with a radius of 1,847.23 feet, a distance of 182.32 feet, said curve having a long chord which bears South 76°49'40" East, a distance of 182.24 feet; thence South 79°39'19" East, a distance of 2.09 feet; thence Southeasterly, on a curve to the right with a radius of 17.00 feet, a distance of 26.46 feet, said curve having a long chord which bears South 35°04'26" East, a distance of 23.87 feet, to a point on the West right-of-way line of 117th Avenue, said point also being on the East line of said Lot 2, North Park Replat I; thence Southwesterly, along said West right-of-way line of 117th Avenue, said line also being said East line of Lot 2, North Park Replat I, on a curve to the left with a radius of 2,856.07 feet, a distance of 361.72 feet, said curve having a long chord which bears South 05°52'44" West, a distance of 361.48 feet; thence South 89°59'59" West, a distance of 578.06 feet, to the Point of Beginning;

mc-27548

- PARCEL 5: Lot 1, in NORTH PARK 2ND ADDITION REPLAT I, a Subdivision, located in the Southwest Quarter (SW1/4) of Section 8, Township 15 North, Range 12 East of the 6th P.M., in Douglas County, Nebraska.
- PARCEL 6: Lot 7, in NORTH PARK 2ND ADDITION, a Subdivision, located in the Southwest Quarter (SW1/4) of Section 8, Township 15 North, Range 12 East of the 6th P.M., in Douglas County, Nebraska.

mc-27546

EXHIBIT "2"

mc-27546

Part of Lot 6, in NORTH PARK 2ND ADDITION, a Subdivision, located in the Southwest Quarter (SW1/4) of Section 8, Township 15 North, Range 12 East of the 6th P.M., in Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southeast corner of said Lot 6, North Park 2nd Addition; thence North $89^{\circ}59'55''$ West (assumed bearing), along the South line of said Lot 6, North Park 2nd Addition, a distance of 381.94 feet, to a point on the Easterly right-of-way line of 117th Avenue, said point also being the Southwest corner of said Lot 6, North Park 2nd Addition; thence Northwesterly, along said Easterly right-of-way line of 117th Avenue, said line also being the West line of said Lot 6, North Park 2nd Addition, on a curve to the left with a radius of 1,234.76 feet, a distance of 326.52 feet, said curve having a long chord which bears North $06^{\circ}07'09''$ West, a distance of 325.57 feet; thence Northwesterly, along said Easterly right-of-way line of 117th Avenue, said line also being said West line of Lot 6, North Park 2nd Addition, on a curve to the left with a radius of 500.34 feet, a distance of 70.58 feet, said curve having a long chord which bears North $17^{\circ}44'09''$ West, a distance of 70.52 feet; thence Northeasterly, on a curve to the left with a radius of 165.00 feet, a distance of 186.47 feet, said curve having a long chord which bears North $41^{\circ}46'10''$ East, a distance of 176.71 feet; thence South $89^{\circ}59'20''$ East, a distance of 320.64 feet, to a point on the East line of said Lot 6, North Park 2nd Addition; thence South $00^{\circ}01'26''$ West, along said East line of Lot 6, North Park 2nd Addition, a distance of 522.63 feet, to the Point of Beginning.

EXHIBIT "3"

MC-27547

That part of Lot 2, in NORTH PARK REPLAT I, a Subdivision, located in the Southwest Quarter (SW1/4) of Section 8, Township 15 North, Range 12 East of the 6th P.M., in Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southwesterly corner of said Lot 2, said point also being on the Easterly right of way line of 120th Street; thence North 00°00'00" East (platted bearing) along said right of way line, a distance of 233.84 feet to a point; thence South 90°00'00" East, a distance of 578.07 feet to a point on the Westerly right of way line of 117th Avenue; thence Southerly along said right of way line on a curve to the left, said curve having a radius of 1856.07 feet, a chord of 81.58 feet bearing South 01°25'57" West, an arc length of 81.59 feet to a point, said point also being the Northeasterly corner of Lot 3, North Park Replat I; thence South 89°58'19" West along the Northerly line of said Lot 3, a distance of 170.18 feet to a point, said point also being the Northwesterly corner of said Lot 3; thence South 00°01'41" East along the Westerly line of said Lot 3, a distance of 275.00 feet to a point, said point also being the Southeasterly corner of said Lot 2; thence South 89°58'19" West along the Southerly line of said Lot 2, a distance of 255.99 feet to a point; thence North 00°00'00" East, a distance of 123.00 feet to a point; thence South 89°58'19" West, a distance of 150.00 feet to the Point of Beginning.

EXHIBIT "4"

MC-27548

Lot 2, in NORTH PARK 2ND ADDITION REPLAT I, a Subdivision, located in the Southwest Quarter (SW1/4) of Section 8, Township 15 North, Range 12 East of the 6th P.M., in Douglas County, Nebraska.