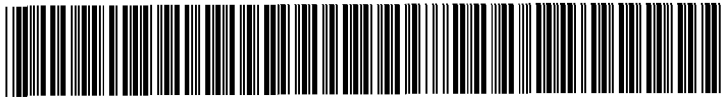


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JUL 16 2012 12:33 P 4

Fee amount: 22.00
FB: 67-12881
COMP: SB

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
07/16/2012 12:33:10.00



2012068691

PARKING EASEMENT

This Parking Easement is made and agreed to this 13 day of ~~June~~^{July}, 2012, by ELLIS BYRON GOODMAN, SOLE SURVIVING TRUSTEE OF THE ELLIS BYRON GOODMAN AND LINDA LEE GOODMAN REVOCABLE LIVING TRUST UNDER AGREEMENT DATED SEPTEMBER 26, 2007, (Grantor) and PWC HOLDINGS, L.L.C. a Nebraska limited liability company (Grantee).

Grantor is the owner of the real property legally described as:

LOT 7, FORT CREST COMMERCIAL PLAZA, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, ("Lot 7"),

and, Grantee is the owner of the real property legally described as:

LOTS 3, 4 and 5, FORT CREST COMMERCIAL PLAZA, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED, IN DOUGLAS COUNTY, NEBRASKA, ("PWC Lots").

Grantor and Grantee have previously agreed in a Purchase Agreement pursuant to which Grantor sold and conveyed to Grantee the PWC Lots, and which provided that the following described permanent, perpetual easement would, as partial consideration for the Purchase Agreement, be granted by Grantor to Grantee.

NOW, THEREFORE, Grantor grants to Grantee, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

Easements

1.0 Parking Easement. A permanent, perpetual, parking easement is hereby established by Grantor, for Grantee, over real property as described in the attached Exhibit 1, (hereinafter referred to as the "Easement Area"). The easement shall be for the purposes of providing vehicular parking for Grantee, its invitees and employees. Parking granted by this easement shall be permitted in the Easement Area.

Term

2.0 Term. The term (the "Term") of this Easement Agreement and the easements declared hereby shall be permanent and perpetual in duration. This Easement Agreement may only be terminated by a full release and termination of easement agreement executed by Grantor and Grantee or their successors in interest.

Maintenance and Repairs

3.0 Maintenance. At all times, Grantee shall, at its sole cost and expense, keep and maintain the Easement Area in good order and repair and in a clean and safe condition including, without limitation, all parking lot improvements, landscaping, curbing, lighting, retaining walls, utilities and signage ("Repair Costs"). Grantee shall make any and all additions to and all alterations and repairs in, on and about the Easement Area which may be required by, and shall otherwise observe and comply with, all public laws, ordinances and regulations from time to time applicable to the Easement Area.

Condemnation

4.0 Termination. If, all or any portion of the Easement Area shall be acquired for any public or quasi-public use through taking by condemnation, eminent domain or any like proceeding, or purchase in lieu thereof (a "Taking"), such that Grantee reasonably determines that the Easement Area cannot, at reasonable cost, continue to be operated as a parking lot for Grantee, then the Term shall cease and terminate as of the date the condemning authority takes title or possession, whichever first occurs.

4.1 Continuation of Easements. If there is a Taking and this Easement Agreement is not terminated as provided in Section 4.0, this Easement Agreement shall remain in full force and effect.

4.2 Apportionment of Award. Upon any Taking, Grantor shall be entitled to receive and retain the entire award or consideration for the affected lands and improvements, subject to the rights of the holder of any mortgage of Grantor's interest in the Boardwalk Easement Parking Area, and Grantee shall not have nor advance any claims against Grantor or the condemning authority for the value of its property or easement rights or the unexpired Term, or business interruption expense or any other damages arising out of such taking or purchase.

Miscellaneous

5.0 Governing Law. The terms of this Easement Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

5.1 Construction. All provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each section hereof. The necessary grammatical changes required to make the provisions of this Easement Agreement apply in the plural sense where there is more than one Grantor or Grantee and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. This Easement Agreement has been the subject of negotiations between the parties, and the interpretation hereof shall not be based upon any party being the draftsman hereof.

5.2 Entire Agreement. All negotiations, considerations, representations and understandings between the parties are merged herein and may be modified or altered only by an agreement in writing between the parties hereto.

8.3 Captions. The headings of the several articles and sections contained herein are for convenience of reference only and do not define, limit or construe the contents of such articles and sections.

5.4 Partial Invalidity. If any term or provision of this Easement Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Easement Agreement shall not be affected thereby, but each term and provision of this Easement Agreement shall be valid and be enforced to the fullest extent permitted by law.

5.5 Merger. If both Grantor's and Grantee's estates in and to the Easement Area become vested in the same owner, this Easement Agreement and the rights and obligations created hereby shall not be destroyed by application of the doctrine of merger except by the express election of the title holder.

5.6 Waiver. No waiver of any of the terms or conditions of this Easement Agreement shall be binding or effective unless expressed in writing and signed by the party giving such waiver.

5.7 Attorneys' Fees. If either party hereto brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in such action shall be entitled to reasonable attorneys, fees and costs of suit.

5.8 Authority. Each individual executing this Easement Agreement personally warrants and represents that he is authorized to enter into this Easement Agreement on behalf of his respective party and to bind said entity with respect to any transaction contemplated by or occurring under the provisions of this Easement Agreement.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the dates set forth by their signatures below.

ELLIS BYRON GOODMAN, SOLE SURVIVING TRUSTEE OF THE ELLIS ~~BYRON~~ GOODMAN AND LINDA LEE GOODMAN REVOCABLE LIVING TRUST UNDER AGREEMENT DATED SEPTEMBER 26, 2007

Ellis Byron Goodman
Dated: June 15, 2012

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was executed before me this 15th day of June, 2012, by ELLIS BYRON GOODMAN, SOLE SURVIVING TRUSTEE OF THE ELLIS ~~BYRON~~ GOODMAN AND LINDA LEE GOODMAN REVOCABLE LIVING TRUST UNDER AGREEMENT DATED SEPTEMBER 26, 2007, who is personally known to me to be the identical person executing this instrument above.



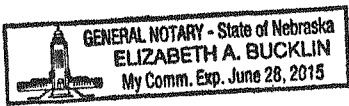
Shaun James
Notary Public

PWC HOLDINGS, L.L.C.,
a Nebraska limited liability company,

By: [Signature]
Its: member manager
Dated: 7-13-12

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

The foregoing instrument was executed before me this 13 day of July, 2012, by Tracy J. Hauser, who is the member manager of PWC HOLDINGS, L.L.C., and who personally known to me or was identified by me through satisfactory documentary evidence to be the identical person executing this instrument above. Tracy J. Hauser acknowledged the execution thereof to be his/her voluntary act and deed, and the voluntary act and deed of PWC HOLDINGS, L.L.C.



Elizabeth A. Bucklin
Notary Public