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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

RECIPROCAL EASEMENT AGREEMENT

BETWEEN

72 PROPERTY LLC,

KOHL'S DEPARTMENT STORES, INC.

AND

VENICE INN, INC.

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THIS DOCUMENT PREPARED BY
AND AFTER RECORDING MAIL TO:

Alan J. Salle
Kohl's Department Stores, Inc.
N56 W17000 Ridgewood Drive
Menomonee Falls, Wisconsin 53051

#41

T-9602833

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EXHIBITS

Exhibit A	-	Legal Description of the Kohl's Tract
Exhibit B	-	Legal Description of the Caniglia Tract
Exhibit C	-	Site Plan
Exhibit D	-	Design of Directional Sign
Exhibit E	-	Consent and Subordination Agreement

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT ("REA") is made and entered into as of the 2nd day of ~~May~~^{June}, 1997, by and between **72 PROPERTY LLC**, a Nebraska limited liability company ("Kohl's Landlord"), **KOHL'S DEPARTMENT STORES, INC.**, a Delaware corporation ("Kohl's") and **VENICE INN, INC.**, a Nebraska corporation ("Caniglia").

W I T N E S S E T H:

WHEREAS, Kohl's Landlord is the owner of a certain tract of land legally described in Exhibit A attached hereto (the "Kohl's Tract"); and

WHEREAS, Kohl's Landlord leased the Kohl's Tract to Kohl's pursuant to a certain Lease dated December 30, 1996 (the "Kohl's Lease"); and

WHEREAS, Caniglia is the owner of a certain tract of land legally described in Exhibit B attached hereto and identified as the "Caniglia Tract" on Exhibit C attached hereto (the "Site Plan"); and

WHEREAS, the Kohl's Tract and the Caniglia Tract (collectively, the "REA Land") are contiguous and adjacent to each other as shown on the Site Plan; and

WHEREAS, the signatories hereto desire to enter into certain covenants and agreements, and to grant to each other certain reciprocal easements in, to, over and across their respective Tracts.

NOW, THEREFORE, in consideration of the premises, the covenants and agreements hereinafter set forth and in furtherance of the parties' understanding, it is agreed as follows:

ARTICLE I

DEFINITIONS

1.1 **Building**. "Building" shall mean any enclosed structure placed, constructed or located on a Tract, which for the purpose of this REA shall include any appurtenant canopies, supports, loading docks, truck ramps and other outward extensions.

1.2 **Common Area**. "Common Area" shall mean all areas within the exterior boundaries of the REA Land, exclusive of Buildings.

1.3 **Occupant**. "Occupant" shall mean any Person from time to time entitled to the use and occupancy of any portion of a Building in the REA Land under an ownership right or any lease, sublease, license, concession or other similar agreement.

1.4 **Party**. "Party" shall mean each signatory hereto and, after compliance with the notice requirements set forth below, their respective successors and assigns who become owners of any portion of the REA Land. During the term of the Kohl's Lease, Kohl's shall be a Party.

1.5 **Permittee**. "Permittee" shall mean all Occupants and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, subtenants, and concessionaires of Occupants insofar as their activities relate to the intended development, use and occupancy of the REA Land.

1.6 **Person**. "Person" shall mean any individual, partnership, firm, association, corporation, trust, or any other form of business or government entity.

1.7 **Tract**. "Tract" shall mean that portion of the REA Land owned by a Party.

ARTICLE II

EASEMENTS

2.1 Ingress, Egress and Parking.

(A) During the term of this REA, Caniglia hereby grants and conveys to Kohl's Landlord for its use and for the use of its Permittees, in common with others entitled to use the same,

(i) a non-exclusive easement for the passage of vehicles over and across the driveway areas of the Caniglia Tract, as the same may from time to time be constructed and maintained for such use, and

(ii) for the passage and accommodation of pedestrians over and across the parking, driveway and sidewalk areas of the Caniglia Tract, as the same may from time to time be constructed and maintained for such use.

(B) During the term of this REA, Kohl's Landlord hereby grants to Caniglia for its use of its Permittees, in common with others entitled to use the same,

(i) a non-exclusive easement for the passage of vehicles over and across the driveway areas of the Kohl's Tract, as the same may from time to time be constructed and maintained for such use;

(ii) for the passage and accommodation of pedestrians over and across the parking, driveway and sidewalk areas of the Kohl's Tract, as the same may from time to time be constructed and maintained for such use, and

(iii) for the parking of vehicles on the portion of the Kohl's Tract designated therefor on the Site Plan.

(C) Such easement rights shall be subject to the following reservations as well as any other applicable provisions contained in this REA:

(i) Each Party reserves the right at any time and from time to time to reasonably exclude and restrain any Person who is not a Permittee from using the Common Area on its Tract; and

(ii) As more fully provided in Section 6.9 below, the ingress and egress easements set forth herein shall be perpetual as to the portion of the REA Land depicted on the Site Plan as "Perpetual Access".

2.2 Sign Easement.

(A) Caniglia hereby grants and conveys to Kohl's and Kohl's Landlord, a non-exclusive perpetual easement over, under, upon and across the Caniglia Tract for the construction, reconstruction, replacement, operation, maintenance and repair of a directional sign in a design similar to that depicted on Exhibit D attached hereto and made a part hereof, to be located on that portion of the Caniglia Tract identified in the Site Plan as "Kohl's Directional Sign", together with reasonable access over, under, upon, through and across the Caniglia Tract to install, replace, maintain, repair and operate a utility line in order to provide such sign structure and panels with power to illuminate the same. The Kohl's Directional Sign shall be constructed in such a fashion that it does not obstruct the view of people turning out of the Caniglia Tract parking lot onto Pacific Street. During the term of the Kohl's Lease, Kohl's shall pay all costs and expenses with respect to the construction, maintenance and operation of the sign; upon the expiration or earlier termination of the Kohl's Lease, Kohl's Landlord shall pay such costs and expenses unless Kohl's Landlord notifies Kohl's and Caniglia prior to the expiration of the Kohl's Lease that it no longer intends to use such sign, in which event Kohl's Landlord shall have no liability hereunder and Kohl's shall remove such directional sign upon the expiration or earlier termination of the Kohl's Lease.

(B) Kohl's Landlord hereby grants and conveys to Caniglia a non-exclusive perpetual easement over, under, upon and across the Kohl's Tract for the construction, reconstruction, replacement, operation, maintenance and repair of a direction sign along 72nd Street. Caniglia shall not erect a sign on the Kohl's Tract unless Kohl's erects a similar sign on the Caniglia Tract and unless Caniglia obtains consent from Circuit City Stores, Inc. (or its successor in interest under the Operation and Easement Agreement recorded against the Kohl's Tract). If requested by Caniglia, Kohl's shall request Circuit City Stores, Inc.'s consent on Caniglia's behalf. The location and design of the Caniglia sign shall be subject to the reasonable approval of Kohl's and Kohl's Landlord. The sign shall be used solely for purposes of identifying the business conducted on the Caniglia Tract, and shall be no larger than the sign constructed by Kohl's on the Caniglia Tract. In the event that Kohl's Landlord notifies Caniglia, upon the expiration or earlier termination of the Kohl's lease, that Kohl's Landlord no longer intends to use the Kohl's Directional Sign, then Caniglia shall remove its directional sign contemporaneously with the removal of the Kohl's Directional Sign upon the expiration or

earlier termination of the Kohl's Lease. If a successor tenant of the Kohl's Tract assumes Kohl's obligations herein with respect to the Kohl's Directional Sign, then Kohl's Landlord shall have no liability with respect to the Kohl's Directional Sign.

(C) Upon the termination of this Agreement, each Party shall remove the sign constructed by such Party on the Tract of the other Party.

ARTICLE III

CONSTRUCTION

3.1 Construction of Improvements on the Caniglia Tract.

(A) In connection with the construction of the Building on the Kohl's Tract, Kohl's shall perform the following work on the Caniglia Tract:

(i) Kohl's shall provide a paved asphalt surface on the parking areas and driveway areas of the Caniglia Tract as shown on the Site Plan; provided, however, to the extent such parking areas and driveway areas are already paved, Kohl's may satisfy its obligations hereunder by overlaying an asphalt cap on the existing pavement;

(ii) Kohl's shall restripe the parking area on the Caniglia Tract;

(iii) Kohl's shall construct the sidewalk along the western boundary of the Caniglia Tract shown on the Site Plan;

(iv) Kohl's shall provide lighting for the Common Area on the Caniglia Tract which will provide illumination of which is comparable to that which will be provided on the Kohl's Tract and Kohl's shall connect the power for such lighting to the meter serving the Caniglia Tract; and

(v) Kohl's will repair and replace, as necessary, landscaping on the Caniglia Tract which is damaged during construction of the improvements described in (i) and (ii) above.

(B) Caniglia hereby grants and conveys to Kohl's and to its respective contractors, materialmen and laborers a temporary license for access and passage over and across the Common Area of the Caniglia Tract as shall be reasonably necessary for Kohl's to perform the work described in Section 3.1(A); provided, however, that such license shall be in effect only during periods when actual construction and/or maintenance is being performed and provided further that the use of such license shall not unreasonably interfere with the use and operation of the Common Area by others.

(C) Kohl's shall coordinate the work described in Section 3.1(A)(i) so that a reasonable number of parking spaces on the Caniglia Tract or in reasonable proximity thereto are available to serve the business on the Caniglia Tract during its normal hours of operation. It is acknowledged and agreed that paving work performed on Mondays will not interfere with the business on the Caniglia Tract, because said business is not open to the general public on Monday.

3.2 **Changes to Common Area.** Caniglia shall not make any changes to the improved Common Area on its Tract without the approval of the other Parties, except that Caniglia reserves the right, from time to time without obtaining such approval, to make at its own expense any insignificant change, modification or alteration in its portion of the Common Area, including the installation of convenience facilities such as mailboxes, public telephones and benches, provided that:

(A) the accessibility of such Common Area for pedestrian and vehicular traffic (as it relates to the remainder of the REA Land) is not unreasonably restricted or hindered, and all parking stalls and rows and vehicular traffic lanes shall remain generally as shown on the Site Plan;

(B) after the work described in Section 3.1(A) is completed, no more than two percent (2%) of the parking spaces depicted on the Site Plan for the Caniglia Tract shall be eliminated;

(C) no governmental rule, ordinance or regulation shall be violated as a result of such action; any and all governmental conditions applicable to such modifications shall be satisfied by Caniglia; and such action shall not result in any other Party being in violation of any governmental rule, ordinance or regulation;

(D) no change shall be made in the access points between the Common Area and the public streets or between the Kohl's Tract and the Caniglia Tract; and

(E) at least thirty (30) days prior to making any such change, modification or alteration, Caniglia shall deliver to each other Party copies of the plans therefor, and provided further that such work shall not occur during the months of October, November, December or January.

ARTICLE IV

MAINTENANCE AND REPAIR

4.1 **Common Area.** Each Party shall maintain, or cause to be maintained, the Common Area on its Tract in a sightly, safe condition and good state of repair, and in compliance with all applicable governmental laws, rules, regulations, orders and ordinances. Kohl's and Kohl's Landlord shall have the right to enter the Caniglia Tract to remove snow and debris from the access drive between the Kohl's Tract and Pacific Street.

ARTICLE V

OPERATION OF THE REA LAND

5.1 Uses.

(A) The following uses shall not be permitted on the REA Land:

(i) Any use which emits an obnoxious odor, noise, or sound which can be heard or smelled outside of any Building in the REA Land;

(ii) Any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation;

(iii) Any mobile home park, trailer court, labor camp, junkyard or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction or maintenance);

(iv) Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located near the rear of any Building); or

(v) Any establishment selling or exhibiting pornographic materials or drug-related paraphernalia.

(B) Each Party shall use its best efforts to cause the employees of the Occupants of its Tract to park their vehicles only on such Tract, and Kohl's shall not designate as an employee parking area the portion of the Kohl's Tract which is burdened by the easement granted under Section 2.1(B)(iii) of this REA.

(C) This REA is not intended to, and does not, create or impose any obligation on a Party to operate, continuously operate, or cause to be operated a business or any particular business at the REA Land or on any Tract.

5.2 Lighting.

(A) After completion of the Common Area lighting system on its Tract, each Party hereby covenants and agrees to keep its Tract fully illuminated each day from dusk to at least 11:00 p.m. unless the Parties agree upon a different time. Each Party further agrees to keep any exterior Building security lights, plus each of the lights located on the light standards located adjacent to any main access drive or entry into the REA Land, illuminated from dusk until dawn. During the term of this REA, each Party grants an irrevocable license to each other Party

for the purpose of permitting the lighting from one Tract to incidentally shine on the adjoining Tract.

(B) It is recognized that Occupants within the REA Land may be open for business at different hours, and that a Party may wish to have the Common Area lights on another Tract to be illuminated before or after the required period. Accordingly, a Party ("Requesting Party") shall have the right, at any time to require another Party ("Requested Party") to keep its Common Area lights operating as stipulated by the Requesting Party; provided that the Requesting Party shall reimburse the Requested Party for the reasonable cost for such additional operation (including electrical power, bulbs and manpower), as estimated by the Requested Party.

5.3 Insurance.

(A) Kohl's (during the term of the Kohl's Lease), Kohl's Landlord (upon the expiration or earlier termination of the Kohl's Lease) and Caniglia (each an "Indemnitor") covenant and agree to defend, protect, indemnify and hold harmless each other Party ("Indemnitee") from and against all claims, including any actions or proceedings brought thereon, and all costs, losses, expenses and liability (including reasonable attorney's fees and costs of suit) arising from or as a result of the injury to or death of any Person, or damage to the property of any Person located on the Tract owned or leased by each Indemnitor, except for claims caused by the negligence or willful act or omission of such Indemnitee, its licensees, concessionaires, agents, servants, or employees, or the agents, servants, or employees of any licensee or concessionaire thereof.

(B) Kohl's (during the term of the Kohl's Lease), Kohl's Landlord (upon the expiration or earlier termination of the Kohl's Lease) and Caniglia each shall carry such commercial general liability insurance and other insurance (including contractual liability insurance) as may be reasonably prudent to cover the indemnity set forth in Section 5.3(A) above. During the term of the Kohl's Lease, Kohl's shall name Kohl's Landlord, who shall not be required to maintain such insurance during the term of the Kohl's Lease, as an additional insured under the insurance maintained by Kohl's under this Section 5.3(B).

(C) Each Party (the "Releasing Party") hereby releases and waives for itself, and each Person claiming by, through or under it, each other Party (the "Released Party") from any liability for any loss or damage to all property of such Releasing Party located upon any portion of the REA Land, which loss or damage is of the type covered by property insurance with "extended" or "all-risk" coverage, in the amount of one hundred percent (100%) of full replacement cost thereof (excluding footings, foundations or excavations), irrespective either of any negligence on the part of the Released Party which may have contributed to or caused such loss, or of the amount of such insurance actually carried.

ARTICLE VI

MISCELLANEOUS

6.1 Default.

(A) The occurrence of any one or more of the following events shall constitute a material default and breach of this REA by the non-performing Party (the "Defaulting Party"):

(i) The failure to make any payment required to be made hereunder within ten (10) days of the due date, or

(ii) The failure to observe or perform any of the covenants, conditions or obligations of this REA, other than as described in (i) above, within thirty (30) days after the issuance of a notice by another Party (the Non-Defaulting Party") specifying the nature of the default claimed.

(B) With respect to any default under Section 6.1(A)-(ii) above, any Non-Defaulting Party shall have the right, but not the obligation, to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the Defaulting Party; provided, however, that in the event the default shall constitute an emergency condition, the Non-Defaulting Party, acting in good faith, shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as possible thereafter. To effectuate any such cure, the Non-Defaulting Party shall have the right to enter upon the Tract of the Defaulting Party (but not into any Building) to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Party. During any period that the Kohl's Lease remains in effect and Kohl's remains in possession as the tenant thereunder, Kohl's shall be responsible for any default of the owner or Occupants of the Kohl's Tract and Kohl's Landlord shall have no liability with respect thereto. In the event that any Non-Defaulting Party shall cure a default, the Defaulting Party shall reimburse the Non-Defaulting Party for all costs and expenses incurred in connection with such curative action, plus interest as provided herein, within ten (10) days of receipt of demand, together with reasonable documentation supporting the expenditures made.

(C) Each Non-Defaulting Party shall have the right to prosecute any proceedings at law or in equity against any Defaulting Party hereto, or any other Person violating or attempting to violate or defaulting upon any of the provisions contained in this REA, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by another of any of the terms, covenants or conditions of this REA, or to obtain a decree to compel performance of any such terms, covenants or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to a Party under this REA or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

(D) In addition to the recovery of damages and of any sums expended on behalf of the Defaulting Party, together with interest thereon, as hereinabove provided, the prevailing Party in any action to enforce any provision of this REA shall be entitled to receive from the non-prevailing Party the prevailing Party's reasonable costs and expenses incurred in connection

with such action including, without limitation, reasonable attorneys' fees and court costs (including any appeal).

6.2 **Interest.** Any time a Party shall not pay any sum payable hereunder to another within five (5) days of the due date, such delinquent Party shall pay interest on such amount from the due date to and including the date such payment is received by the Person entitled thereto, at the lesser of:

(i) The highest rate permitted by law to be paid on such type of obligation by the Person obligated to make such payment or the Person to whom such payment is due, whichever is less; or

(ii) Three percent (3%) per annum in excess of the prime rate from time to time published by The Wall Street Journal.

6.3 **Notices.** All notices, demands and requests (collectively, the "notice") required or permitted to be given under this REA must be in writing and shall be deemed to have been given as of the date such notice is (i) delivered to the Party intended, (ii) delivered to the then designated address of the Party intended, or (iii) rejected at the then designated address of the Party intended, provided such notice was sent prepaid. The initial addresses of the Parties shall be:

Kohl's Landlord:	72 Property LLC c/o The Lerner Company 10855 West Dodge Road Omaha, Nebraska 68154
Kohl's:	Kohl's Department Stores, Inc. N56 W17000 Ridgewood Drive Menomonee Falls, Wisconsin 53051 Attention: Chairman
with a copy to:	Kohl's Department Stores, Inc. N56 W17000 Ridgewood Drive Menomonee Falls, Wisconsin 53051 Attention: General Counsel
Caniglia:	Venice Inn 6920 Pacific Street Omaha, Nebraska 68106 Attention: Jerry Caniglia and Chuck Caniglia

Upon at least ten (10) days prior written notice, each Person shall have the right to change its address for notice purposes to any other address within the United States of America.

6.4 **Binding Effect.** The terms of this REA and all easements granted hereunder shall constitute covenants running with the land and shall bind the real estate described herein and inure to the benefit of and be binding upon the signatories hereto and their respective successors and assigns who become Parties hereunder. This REA is not intended to supersede, modify, amend or otherwise change the provisions of any prior instrument affecting the land burdened hereby.

6.5 **Construction and Interpretation.**

(A) This REA and the Exhibits hereto contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof.

(B) Whenever required by the context of this REA, (i) the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa; and (ii) use of the words "including", "such as", or words of similar import, when following any general term, statement or matter shall not be construed to limit such statement, term or matter to specific items, whether or not language of non-limitation, such as "without limitation", or "but not limited to", are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement, terms or matter.

(C) The captions preceding the text of each article and section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this REA. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this REA.

(D) Invalidity of any of the provisions contained in this REA, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

(E) This REA may be amended by, and only by, a written agreement signed by all of the then current Parties and shall be effective only when recorded in the county and state where the REA Land is located. No consent to the amendment of this REA shall ever be required of any Occupant or Person other than the Parties, nor shall any Occupant or Person other than the Parties have any right to enforce any of the provisions hereof. Each Party may consider, approve or disapprove any proposed amendment to this REA in its sole and absolute discretion without regard to reasonableness or timeliness.

(F) This REA may be executed in several counterparts, each of which shall be deemed an original. The signatures to this REA may be executed and notarized on separate pages, and when attached to this REA shall constitute one complete document.

6.6 **Negation of Partnership.** None of the terms or provisions of this REA shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Party shall be considered a separate owner, and no Party shall have the right to act as an agent for another Party, unless expressly authorized to do so herein or by separate written instrument signed by the Party to be charged.

6.7 **REA Shall Continue Notwithstanding Breach.** It is expressly agreed that no breach of this REA shall (i) entitle any Party to cancel, rescind or otherwise terminate this REA, or (ii) defeat or render invalid the lien of any mortgage or trust deed made in good faith and for value as to any part of the REA Land. However, such limitation shall not affect in any manner any other rights or remedies which a Party may have hereunder by reason of any such breach.

6.8 **No Waiver.** The failure of any Party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that Party may have hereunder, at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions. No waiver by any Party of any default under this REA shall be effective or binding on such Party unless made in writing by such Party and no such waiver shall be implied from any omission by a Party to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers or any default under any provision of this REA shall not be deemed to be a waiver of any subsequent default in the performance or the same provision or any other term or provision contained in this REA.

6.9 **Term of this REA.** This REA shall be effective as of the date first above written and shall continue in full force and effect until 11:59 p.m. on January 31, 2069; provided, however, that the easements referred to in Article II hereof which are specified as being perpetual or as continuing beyond the term of this REA shall continue in force and effect as provided therein unless terminated by the Parties benefitting from same. Notwithstanding the foregoing, (i) if there shall be a change in use of the Caniglia Tract and the new use is either more parking intensive than restaurant use or is inconsistent with first class retail use, Kohl's, with the prior written consent of Kohl's Landlord (which consent shall not be unreasonably withheld or delayed), shall have the right to terminate this Agreement and the easements granted under this Agreement by written notice to Caniglia, (ii) if there shall be a change in use of the Kohl's Tract and the new use is either more parking intensive than department store use or is inconsistent with restaurant use, Caniglia shall have the right to terminate this Agreement and the easements granted under this Agreement by written notice to Kohl's and Kohl's Landlord, and (iii) Kohl's Landlord shall have the right to terminate this Agreement upon the expiration or earlier termination of the Kohl's Lease. Upon termination of this REA, all rights and

privileges derived from and all duties and obligations created and imposed by the provisions of this REA, except as relates to the easements mentioned above, shall terminate and have no further force or effect; provided, however, that the termination of this REA shall not limit or affect any remedy at law or in equity that a Party may have against any other Party with respect to any liability or obligation arising or to be performed under this REA prior to the date of such termination.

6.10 **Certain Limitations on Remedies.** None of the Persons comprising a Party (whether partners, shareholders, officers, directors, trustees, employees, beneficiaries or otherwise) shall ever be personally liable for any such judgment obtained against a Party. Each Party agrees to look solely to the interest in the REA Land of a defaulting Party for recovery of damages for any breach of this REA.

6.11 **Consent and Subordination of Lender.** Kohl's Landlord agrees that it shall obtain the consent and subordination of any lender that has a secured position on the Kohl's Tract, said consent and subordination of any such lender being attached as Exhibit E and made a part hereof. Caniglia represents that the Caniglia Tract is free of any encumbrance to any lender at the time of the execution of this REA. Kohl's represents that it is has not assigned, pledged, mortgaged or otherwise encumbered its interest in the Kohl's Lease and the premises leased thereunder to any lender at the time of the execution of this REA.

[the remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this REA to be executed effective as of the day and year first above written.

72 PROPERTY LLC, a Nebraska
limited liability company
("Kohl's Landlord")

By: [Signature]
Name: SALVADORE CARTA
Title: MEMBER

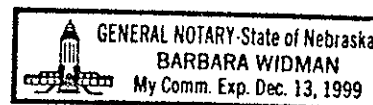
STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

I, Barbara Widman, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Salvatore Carta, personally known to me to be the MEMBER of 72 PROPERTY LLC, a Nebraska limited liability company, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument of writing as such MEMBER, as his free and voluntary act and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 1st day of July, 1997.

Barbara Widman
Notary Public

My Commission Expires: 12/13/99



IN WITNESS WHEREOF, the Parties have caused this REA to be executed effective as of the day and year first above written.

KOHL'S DEPARTMENT STORES, INC.,
a Delaware corporation

By: *John F. Herma*
Name: John F. Herma
Title: Chief Operating Officer

APPROVED
AJS

APPROVED
PEP

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

I, Karen S. Hebert, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John F. Herma, personally known to me to be the Chief Operating Officer of Kohl's Department Stores, Inc., a Delaware corporation, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument of writing as such officer, as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 2nd day of June, 1997.

Karen S. Hebert
Notary Public

My Commission Expires: 12/27/98

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS
[LWS/1W] 5/8/97

EXHIBIT A

LEGAL DESCRIPTION OF THE KOHL'S TRACT

Lot 2 in Bobette Subdivision, a replat of part of the SW 1/4 of Section 24, a subdivision located in the SW 1/4 of Section 24, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska.

EXHIBIT B

LEGAL DESCRIPTION OF THE CANIGLIA TRACT

That part of the Southwest Quarter of the Southwest Quarter of Section 24, Township 15 North, Range 12 East of the 6th P.M., in the City of Omaha, Douglas County, Nebraska, described as follows:

Beginning at a point 33 feet North and 790.4 feet East of the Southwest corner of Section 24, Township 15 North, Range 12 East of the 6th P.M.; thence North and parallel to the West line of 69th Avenue, 210.5 feet; thence West and parallel to the North line of Pacific Street, 367.5 feet more or less to the centerline of the channel of the Little Papillion (Papio) Creek (being the North boundary of the tract intended to be conveyed hereby and hereafter referred to as the "North Boundary"); thence Southeasterly along said centerline of said channel to a point 86.5 feet South of said North Boundary; thence due East 106.5 feet; thence Southeasterly 156.97 feet to a point 688 feet East and 33 feet North of the said Southwest corner of Section 24, Township 15 North, Range 12 East of the 6th P.M.; thence due East along the North line of Pacific Street to the Point of Beginning; excepting that part thereof conveyed by Warranty Deed to Douglas County, Nebraska, filed of record on October 6, 1966 in Book 1300, Page 665 of the Deed Records of the Register of Deeds of Douglas County, Nebraska, as well as all right, title and interest in and to that certain Easement which was reserved to Grantors as fully set out in Book 1301, Page 191 of Deed Records, Douglas County, Nebraska Register of Deeds.

EXHIBIT C

SITE PLAN

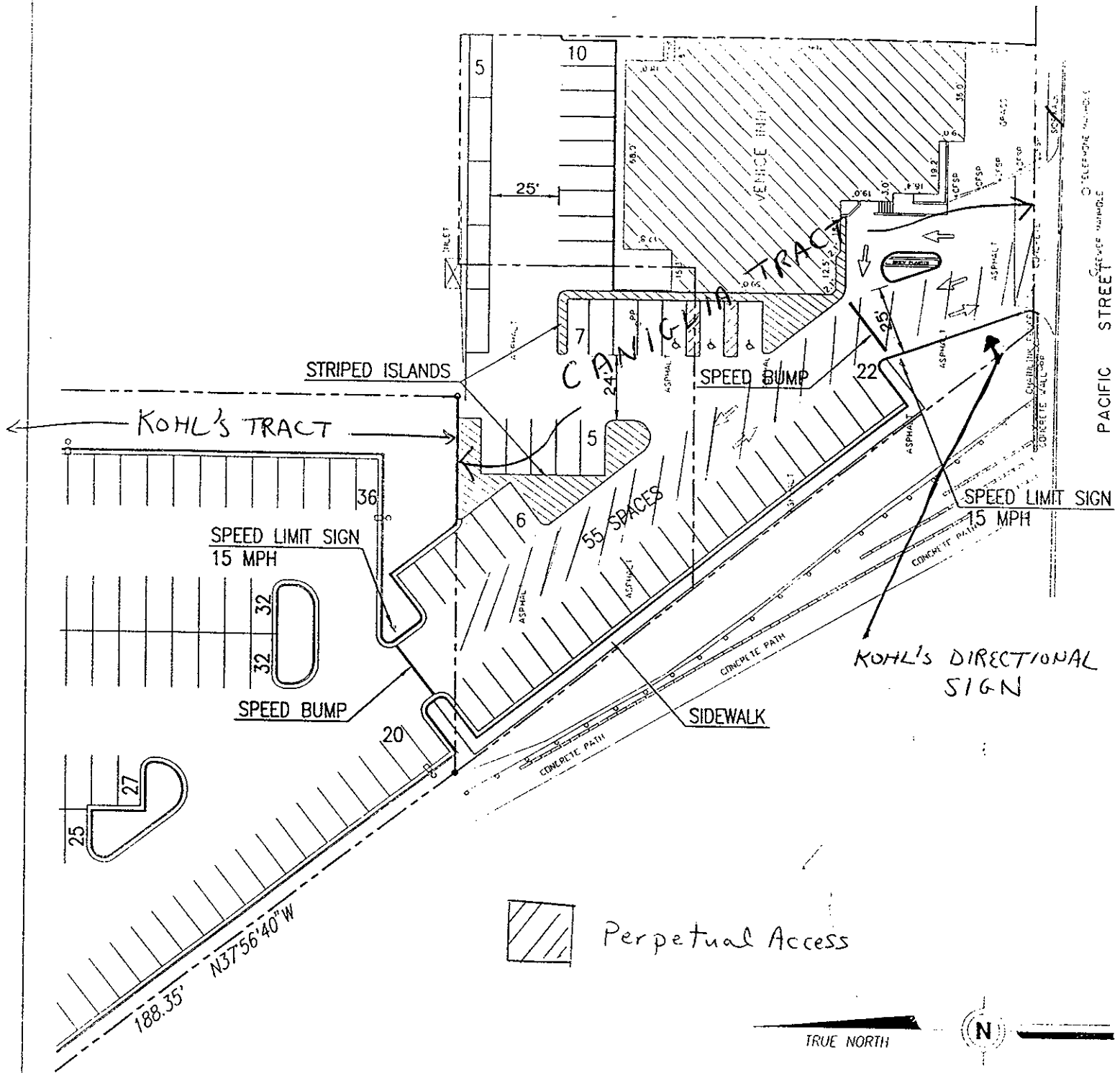
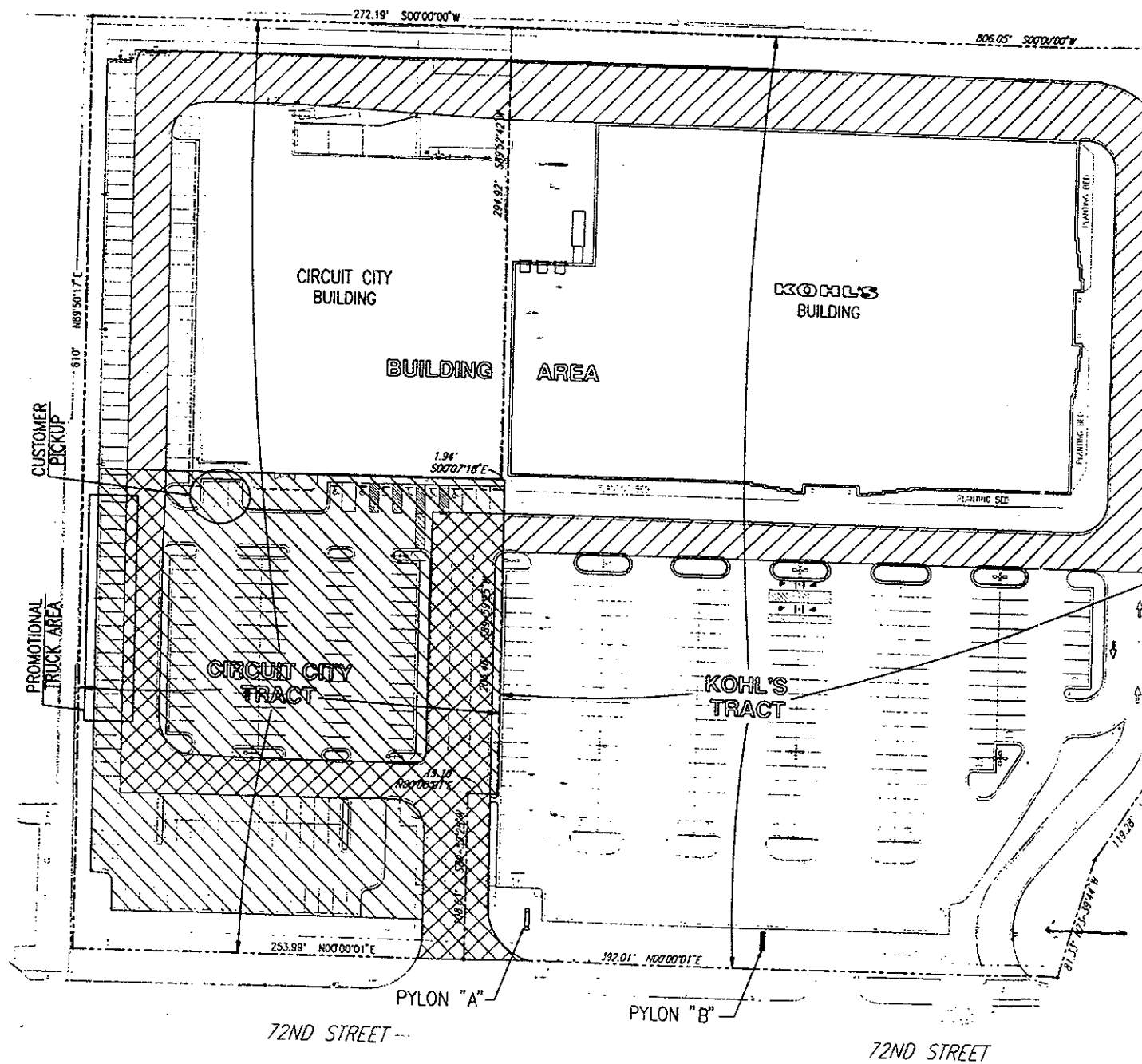
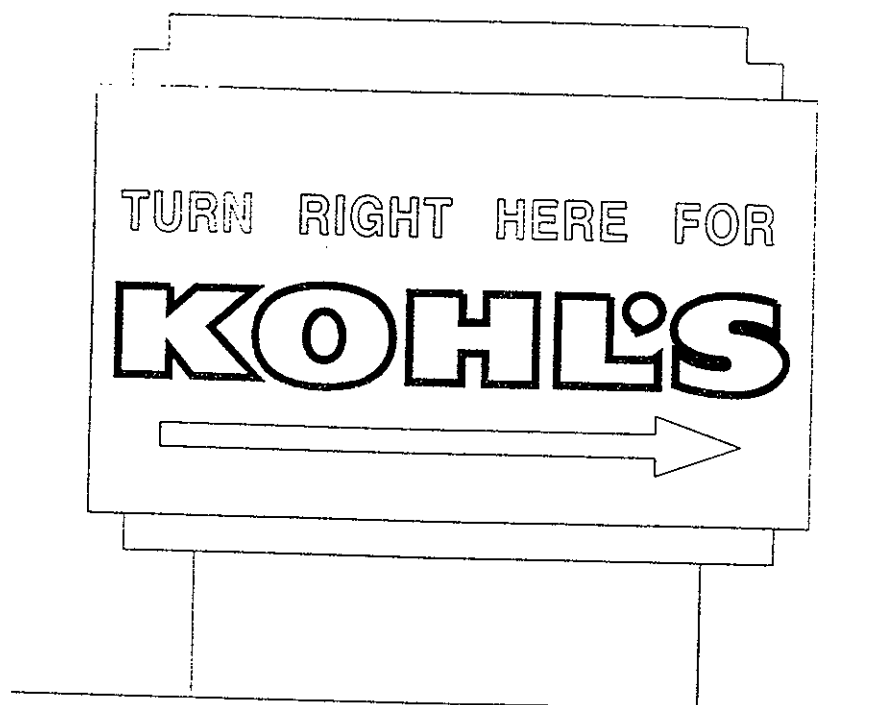
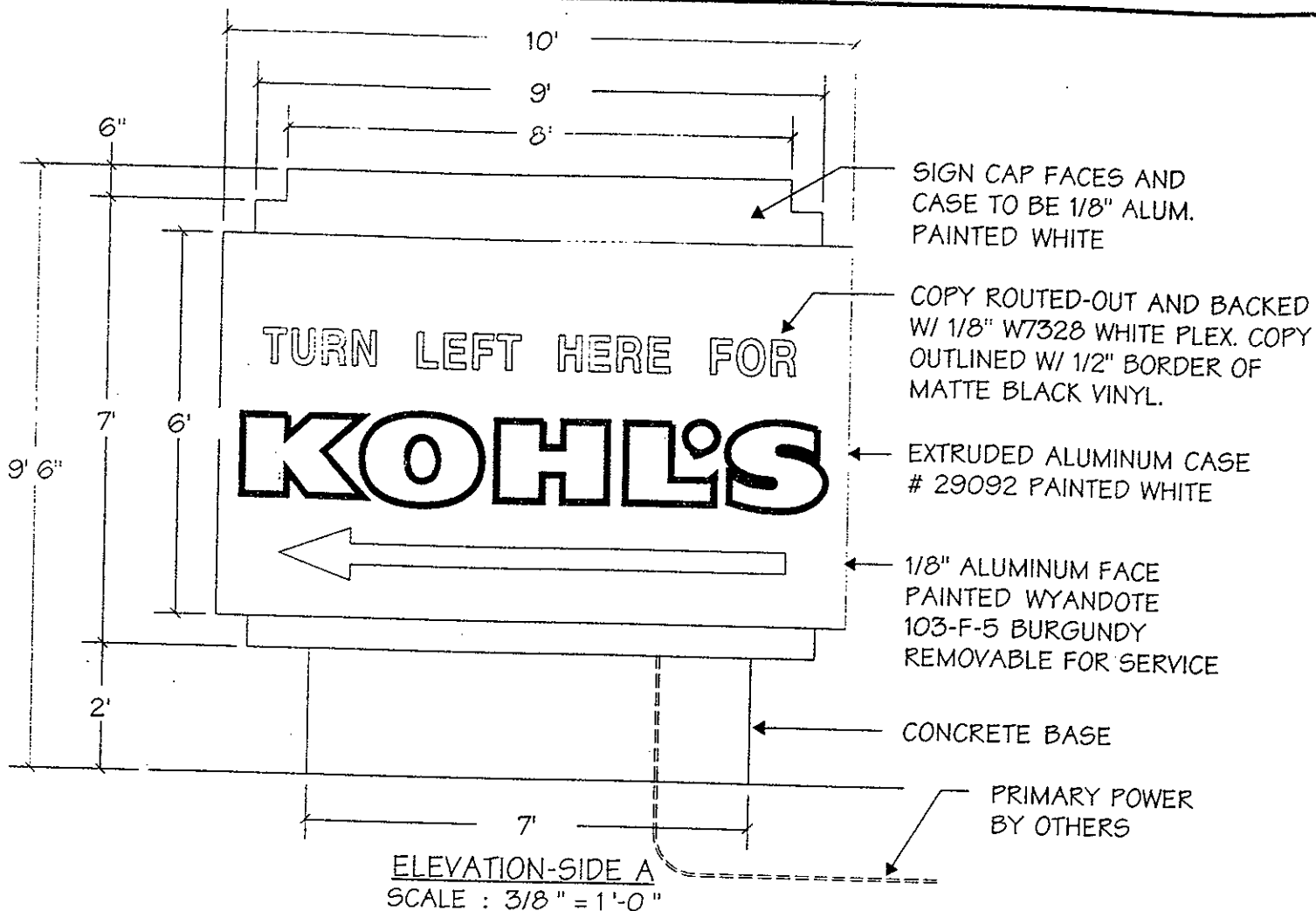


EXHIBIT "C"

EXHIBIT D

DESIGN OF DIRECTIONAL SIGN





ELEVATION-SIDE B
SCALE : 3/8" = 1'-0"

ELECTRICAL LOAD
5.4 AMPS @ 120 VOLTS
ELECTRICAL REQ'MTS
(1) 20 AMP/120 VOLT CIRCUITS

STANDARD WALL SIGN NOTES:

1. SUFFICIENT PRIMARY CIRCUIT IN VICINITY OF BY OTHERS
2. FINAL PRIMARY HOOK-UP BY SIGN INSTALL WHERE ALLOWED BY LOCAL CODES
3. SIGN SHALL BE U.L. LISTED
4. MOUNTING HARDWARE BY SIGN INSTALLER

ED
PY

SIGN CAP FACES AND
CASE TO BE 1/8" ALUM.
PAINTED WHITE

SIGN CAP MOUNTED
TO CASE W/ POP-RIVETS

EXTRUDED ALUMINUM
CASE # 29092 PAINTED WHITE

FLUORESCENT LAMPS
MOUNTED ON EXTRUDED
ALUMINUM SOCKET BOX
W/ LID

1/8" ALUMINUM FACE PAINTED
WYANDOTE 103-F-5 BURGUNDY
REMOVABLE FOR SERVICE.

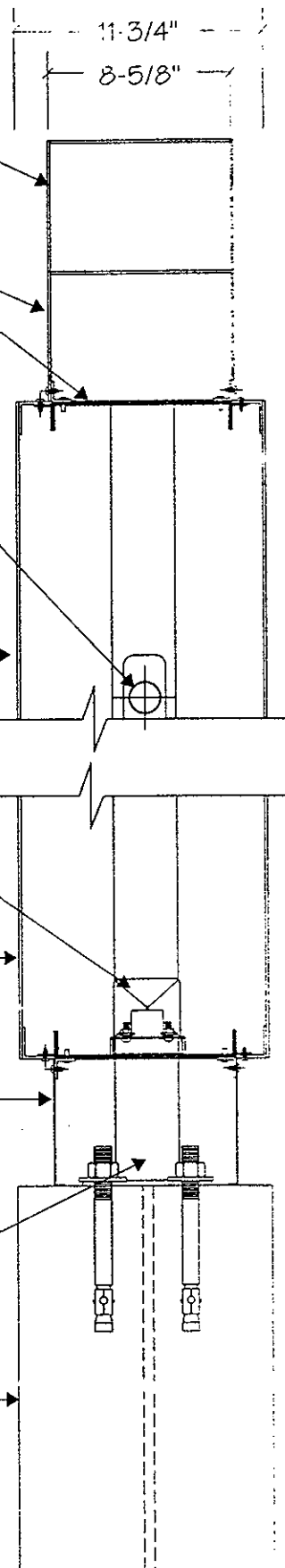
120V BALLAST ON EXTRUDED
ALUMINUM BALLAST BOX W/ LID

COPY ROUTED-OUT AND BACKED
W/ 1/8" W7328 WHITE PLEX. COPY
OUTLINED W/ 1/2" BORDER OF
MATTE BLACK VINYL.

.063 PRECOAT ALUMINUM
(WHITE/WHITE) FAB'D SKIRT

3" X 3" X 1/8" SQUARE
ALUMINUM TUBE MOUNTED
TO BASE W/ 3/4" ANCHORS

CONCRETE BASE



SECTION VIEW
1-1/2" = 1'-0"

IN VICINITY OF SIGN

SIGN INSTALLER,
CODES

IGN INSTALLER

DESCRIPTION

DATE

REV.

JOB NO.:

SHEET NO: 1
OF 1

REV.

DWG. NO.:
B-2995

CK. BY:

DRAWN: JDO

DATE: 3-12-97

L/O#



Philadelphia Sign Company
707 West Spring Garden Street
Palmyra, New Jersey 08065-1798

EXHIBIT E

CONSENT AND SUBORDINATION AGREEMENT

The undersigned, as holder of the beneficial interest in that certain Deed of Trust dated December 20, 1996, and recorded in the Office of the Register of Deeds of Douglas County, Nebraska on January 2, 1997 in Book 4898, Page 229, which Deed of Trust encumbers all or a portion of the real property described as the Kohl's Tract under a certain Reciprocal Easement Agreement between 72nd Property LLC, Kohl's Department Stores, Inc. and Venice Inn, Inc. dated the 2nd day of ^{June}~~May~~, 1997, does hereby give its consent to and approval of the Reciprocal Easement Agreement and intentionally and unconditionally subordinates the lien of said Deed of Trust to the covenants, conditions and restrictions in said Reciprocal Easement Agreement.

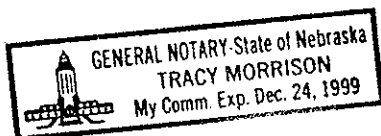
Dated this 1st day of ^{July}~~May~~, 1997.

FIRST NATIONAL BANK OF OMAHA
(Lender's Name)

By Robert J. Horak
Its Vice Pres

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

The foregoing Consent and Subordination Agreement was acknowledged before me by ROBERT J. HORAK as VICE PRESIDENT of First National Bank of Omaha, this 1st day of ^{July}~~May~~, 1997.



Tracy Morrison
Notary Public

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS