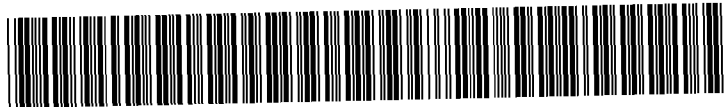


MISC 2015001078



JAN 06 2015 11:30 P 6

Fee amount: 40.00
FB: 45-03932
COMP: SB

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
01/06/2015 11:30:16.00



2015001078

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After recording, return to:
Omaha Title & Escrow, Inc.
13915 Gold Circle
Omaha, NE 68144

ASSIGNMENT AND ASSUMPTION OF RECIPROCAL EASEMENT AGREEMENT

This Assignment and Assumption of Reciprocal Easement Agreement ("Assignment") is made effective the 12th day of December, 2014 ("Effective Date"), by and between VENICE INN, INC. a Nebraska corporation, (hereinafter referred to as "Assignor") and 6920 VENTURES L.L.C., a Nebraska Limited Liability Company (hereinafter referred to as "Assignee").

WHEREAS, Assignor is a party to the Reciprocal Easement Agreement dated as of June 2, 1997 by and among 72 Property LLC, a Nebraska limited liability company, Kohl's Department Stores, Inc., a Delaware corporation, and Assignor, as filed of record in the office of the Register of Deeds of Douglas County Nebraska on July 21, 1997, and recorded in Book 1216 of the Miscellaneous Records at Page 650 thereof (the "Agreement").

WHEREAS, pursuant to the terms of the Agreement, Assignor desires, effective as of the Effective Date, to assign and Assignee desires to assume all of Assignor's rights, obligations and duties under the Agreement.

WHEREAS, this Assignment and Assumption Agreement shall be recorded and indexed against the following legally described property, to-wit:

See Exhibit A, attached hereto and by this reference incorporated herein for the Legal Description of the Kohl's Tract; and

See Exhibit B, attached hereto and by this reference incorporated herein for the Legal Description of the Caniglia's Tract.

NOW, THEREFORE, the parties agree:

1. Assignor hereby assigns to Assignee all of its rights and benefits, and further delegates to Assignee the Assignor's obligations and duties under the Agreement.

2. Assignee hereby assumes all of Assignor's rights and benefits, and further accepts, and agrees to perform, all of the obligations and duties of Assignor under the Agreement. In addition, Assignee hereby expressly assumes and agrees to keep, perform, and fulfill all of the terms, covenants, obligations, and conditions required to be kept, performed, and fulfilled by Assignor under, and/or with respect to, the Agreement from and after the Effective Date of this Assignment. Assignee hereby indemnifies Assignor against, and shall defend and hold Assignor harmless from, any and all damages, liabilities, costs, expenses, and losses (including, without limitation, attorneys' fees and costs) that Assignor may sustain or incur directly or indirectly arising out of or related to any breach or default in Assignee's obligations under the Agreement or in Assignee's obligations hereunder, from and after the Effective Date.

3. Accordingly, Assignee is hereby the party designated as "Caniglia" under the Agreement effective the Effective Date.

4. Assignor hereby agrees to deliver to each person or entity currently also a party under the Agreement any notice required by law to inform such party that Assignor has transferred its interest in the Agreement to Assignee as of the Effective Date. For purposes of Section 6.3 Notices of the Agreement, all notices under the Agreement to Assignee shall be directed as follows:

6920 Ventures L.L.C.
Attn: James D. Saldi
6910 N. 102nd Cir.
Omaha, NE 68122

with a copy to: Saldi Family Investments, LLC
512 So. 91st Ave.
Omaha, NE 68114
Attn: Anthony Saldi

5. The provisions of this Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the day and year set forth below.

ASSIGNOR:

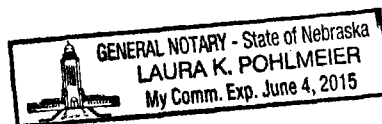
VENICE INN, INC., a Nebraska corporation

By Charles Caniglia
Charles Caniglia, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

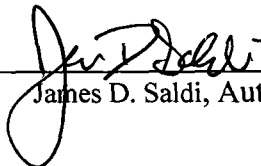
The foregoing instrument was acknowledged before me this 18th day of December, 2014, by Charles Caniglia, President of Venice Inn, Inc., a Nebraska corporation.

Laura K Pohlmeier
Notary Public



ASSIGNEE:

6920 VENTURES L.L.C., a Nebraska Limited Liability
Company

By: 
James D. Saldi, Authorized Signer

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 18 day of December, 2014,
by James D. Saldi, Authorized Signer of 6920 Ventures L.L.C., a Nebraska limited liability
company.





Notary Public

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.

(45-03932)

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.

(01-60000)