

CROSS EASEMENT AGREEMENT

THIS CROSS EASEMENT AGREEMENT entered into this 24th day of February _____, 1986, by and between SECURITY INVESTMENT COMPANY (hereinafter referred to as "Security"), and COMMERCIAL FEDERAL SAVINGS AND LOAN ASSOCIATION (hereinafter referred to as "Commercial").

WHEREAS Security is the fee owner of real property and improvements located at 70th and Adams Streets, Lincoln, Nebraska, and legally described as Lots 36 and 40 of irregular tracts in the Southeast Quarter (SE 1/4) of Section 9, Township 10 North, Range 7 East of the 6th P.M., Lincoln, Lancaster County, Nebraska, except for that portion conveyed this date to Commercial, and

WHEREAS Commercial has this date purchased from Security the East 117 feet of the North 188 feet of Lot 40, except for the East 7 feet thereof, and

WHEREAS Commercial has agreed to grade and pave the North 60 feet of the West 33 feet of Lot 40 and the North 60 feet of Lot 36 at its expense for parking use for both of the parties, and

WHEREAS it is to the benefit of both of the parties hereto to provide access for ingress and egress between their respective properties,

NOW, THEREFORE, the parties hereto agree as follows:

1. Commercial intends to construct upon its property a savings and loan branch office with ingress and egress to 70th Street. At such time, Commercial also agrees to grade and pave the South 50 feet of the North 60 feet of the West 33 feet of Lot 40 and the South 50 feet of the North 60 feet of Lot 36 except for the West 10 feet thereof, which property is owned by Security. Security hereby grants to Commercial the right of ingress and egress upon Lot 36 and 40 to the extent necessary to complete such improvements.

2. Upon completion of such improvements, Commercial hereby grants to Security a non-exclusive right of ingress and egress from the property owned by Security to 70th Street. Commercial may limit such access route to a specifically defined roadway across its tract by giving written notice of such location to Security. Commercial may from time to time change the location of such roadway by filing additional notices with the Register of Deeds. Such roadway shall at all times provide sufficient width for vehicular traffic.

3. From and after the completion of such improvements, Security grants to Commercial a non-exclusive right and easement

to use the North 60 feet of the West 33 feet of Lot 40 and the North 60 feet of Lot 36 for vehicle parking, it being understood that Security shall also use such parking space with Commercial on a joint-use basis. In addition, Security grants to Commercial the non-exclusive right of vehicular access from its property to and from Adams Street upon and across the East 24 feet of the West 33 feet of Lot 40.

4. Either party hereto may from time to time change or alter the location of all or any portion of such access driveway upon its own property upon notice to the other in writing provided that the substitute driveway or driveways shall be paved surfaces, and shall provide for a free flow of traffic across the respective properties.

5. From and after the commencement of this easement, each party agrees to maintain, replace, repair and remove snow from the portion of the driveway located upon its own property. Security agrees to maintain, replace, repair and remove snow from the joint-use parking area after construction by Commercial. If either party fails to meet its obligations under this paragraph, the other party hereto shall have the right, but not the obligation, to do so and to collect the cost thereof from the other party.

6. Commercial further grants to Security an easement to erect and maintain a sign advertising Security's shopping center, the easterly border of such sign to be approximately eight feet from the easterly border of the property conveyed to Commercial, and the northerly border of such sign to be approximately eight feet from the northerly border of the property conveyed to Commercial. Such sign shall be no larger than two feet in width parallel to such easterly property line and eight feet in length parallel to such northerly property line and shall be no greater than eight feet in height. Security shall have the right to enter the Commercial property from the northerly property line at the most direct route to such sign for the purpose of erecting and maintaining such sign. Commercial shall have the right to approve the design of such sign. Commercial shall further have the right to use the property subject to the easement for any purpose not inconsistent with the use for such sign. Security shall repair any damages caused to Commercial by reason of the use of its easement hereunder, and shall indemnify and hold harmless Commercial from any claim arising from the use of this easement. In the event the property owned by Security at any time ceases to be used as a shopping center, the easement provided for in this paragraph shall simultaneously terminate.

7. Subject to relocations and temporary closings, each party agrees for itself, its successors and assigns, that it will

not interfere with the rights of the other party or those claiming under such other party to use any part of the easement areas herein granted, and each party agrees to take such actions as are necessary to notify their employees, tenants, subtenants, agents, customers and invitees to keep such driveways clear and unobstructed to through traffic.

8. It is the intention of the parties hereto that the rights granted hereunder be perpetual. If, for any reason, the rights of either party are terminated, such termination shall cause a termination of the rights of the other party hereto, and any party claiming by, through, or under such party.

9. In the event it becomes beneficial to either party hereto to fix the location of the easement rights granted by it hereunder, such party may do so by causing to be prepared a map, plat or survey showing the exact location of the roadway across such party's property and by recording such document with the Register of Deeds of Lancaster County, Nebraska.

10. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties, their employees, tenants, agents, customers, invitees, heirs, successors and assigns.

11. Both parties hereto agree that if this Cross Easement Agreement is ever terminated by mutual consent, at least thirty (30) days prior to such termination both parties shall notify the City of Lincoln Planning Department in writing of such termination.

SECURITY INVESTMENT COMPANY

By *James L. Ewing*
Exec. V.P. & Sec.

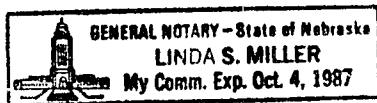
COMMERCIAL FEDERAL SAVINGS AND
LOAN ASSOCIATION

By *J. M. Webster*
Vice President & Asst. Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF Lancaster)

before me, the undersigned Notary Public, personally appeared Jamaal X. Esau, known to me to be the identical person who signed the foregoing Cross Easement Agreement on behalf of Security Investment Company, and acknowledged the execution thereof to be the voluntary act and deed of Security Investment Company.

Witness my hand and notarial seal on February 24, 1986.

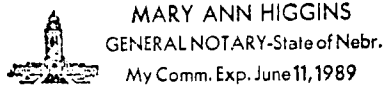


Linda S. Miller
Notary Public
My Commission Expires: 10-4-87

STATE OF NEBRASKA)
) ss.
COUNTY OF Lancaster)

Before me, the undersigned Notary Public, personally appeared Tom Webster, known to me to be the identical person who signed the foregoing Cross Easement Agreement on behalf of Commercial Federal Savings and Loan Association, and acknowledged the execution thereof to be the voluntary act and deed of Commercial Federal Savings and Loan Association.

Witness my hand and notarial seal on February 24, 1986.



Mary Ann Higgins
Notary Public
my Commission Expires: 6/11/89

INDEXED
MICRO-FILED
GENERAL

712-81
Mesa

LANCASTER COUNTY, NEBR.

\$20.50

Don J. Jello
REGISTER OF DEEDS

1986 FEB 24 PM 12:17

ENTERED ON
NUMERICAL INDEX
FILED FOR RECORD AS:

INST. NO. 86- 4556

Don J. Jello
2400 Bradford (02) (005)