

12-9

4655

FILED
CASS COUNTY, NE.

2010 SEP -9 PM 3:47

BR 71 OF MISC PG 280

David John
REGISTER OF DEEDS

#4655 \$25.50

AFTER RECORDING RETURN TO:

Richard L. Anderson
Croker, Huck, Kasher, DeWitt,
Anderson & Gonderinger, L.L.C.
2120 South 72nd Street, Ste. 1200
Omaha, NE 68124

COMPARED

NON-EXCLUSIVE ACCESS EASEMENT

This Non-Exclusive Access Easement (this "Agreement") is made by and between Pink Investments 7, LLC ("Grantor") and Mid-Continent Exchange IX, LLC ("Grantee").

RECITALS

A. Grantor owns the property described as follows (the "Easement Area"):

The South 100' of Lot 2 of "Replat of Lots 1 and 2" located in the SW1/4 of Section 26, Township 12 North, Range 9 East of the 6th P.M., Cass County, Nebraska.

B. Grantee owns land adjacent to the Easement Area described as follows (the "Benefitted Property"):

C. Grantee desires an easement for ingress and egress over the Easement Area. Both the Easement Area and Benefitted Property are shown in the drawing attached hereto as Exhibit "A" and incorporated herein by this reference.

D. Grantor and Grantee desire to enter into a written agreement to outline Grantee's easement rights to the Easement Area.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by both parties hereto, Grantor and Grantee agree as follows:

Grantor, for itself, its successors, heirs and assigns, hereby conveys to Grantee, its successors, heirs and assigns a non-exclusive access easement with rights of ingress and egress upon the Easement Area for the purpose of providing access from the Benefitted Property to and from Highway 63, which easement shall be appurtenant to the Benefitted Property. Hereinafter, all references to Grantor and Grantee shall include the respective successors, heirs and assigns of each party.

Grantor and Grantee shall have common use of the Easement Area for themselves and their invitees, and the Easement Area is granted subject to existing easements, including but not limited to the easement granted by Grantor to Global Signal Acquisitions IV, LLC.

Grantor reserves the right to grant future easements in the Easement Area to the extent that the same do not substantially interfere with Grantee's rights hereunder.

Grantor agrees to leave the Easement Area free of any fencing or other obstructions, so as to allow vehicular access over it. The foregoing shall not restrict the rights of any easement holder under a recorded easement with respect to such easement, all or a part of which may be located in the Easement Area.

All maintenance and expenses associated with the Easement Area shall be the responsibility of Grantee, except to the extent such maintenance or expense is the responsibility of another easement holder in all or a part of the Easement Area. Grantee shall be responsible for snow removal within the Easement Area, except those portions of the Easement Area which are the responsibility of another easement holder. The parties agree to cooperate with each other and with each other party to whom an easement has been granted within the Easement Area with respect to snow removal, maintenance and repairs of the easement.

Grantee agrees that it will make reasonable use of the Easement Area and will not obstruct or interfere with the use of any part of the Easement Area to which another easement holder is entitled. Grantee further agrees that it will not construct any improvements upon the Easement Area, including but not limited to fences or gates, without the prior written consent of Grantor, which consent may be withheld in Grantor's sole discretion.

Grantee shall not permit or suffer to exist any construction liens against the Easement Area or other land owned by Grantor for any work done or materials furnished at the instance, request or on behalf of Grantee.

Grantee's use of the Easement Area shall comply with all applicable federal, state and local laws, ordinances, codes, orders and rules ("Laws") including any environmental Laws.

Grantee agrees to hold and save Grantor harmless, and to protect and indemnify Grantor from and against any and all liabilities or claims of liability, loss, costs, charges, expenses or damages of any kind or character whatsoever, including reasonable attorney's fees, incurred or sustained by Grantor by reason of or arising out of Grantee's use, maintenance or repair of the Easement Area.

Grantor and Grantee agree that this Agreement constitutes the entire agreement of the parties hereto. This Agreement may only be modified, cancelled or amended by a writing subscribed by both parties. The failure of either party to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed to be a waiver of any rights or remedies that such party may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained, except and only to the extent expressly waived in writing. This instrument shall be binding on the successors and assigns of the Grantor.

IN WITNESS WHEREOF, the parties have executed this instrument this 7 day of SEPT, 2010.

GRANTOR:

PINK INVESTMENTS 7, LLC, a Nebraska limited liability company

By: 

GRANTEE:

MID-CONTINENT EXCHANGE IX, LLC, a
Nebraska limited liability company
By: Omaha Title & Escrow, Inc., Member

By: [Signature]
President

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 7th day of Sept, 2010, by
Gayle Pink, Manager of Pink Investments 7, LLC, on behalf of said limited liability company.

[Signature]
Notary Public



STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 8th day of Sept, 2010, by
Samuel L. Cooper, President of Mid-Continent Exchange IX, LLC, on behalf of said limited liability
company. Omaha Title & Escrow, Inc. member

[Signature]
Notary Public

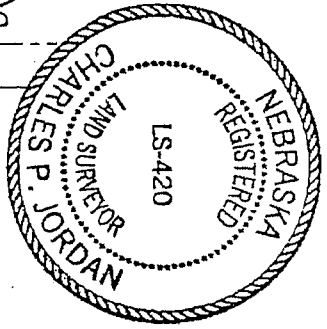


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EXHIBIT A

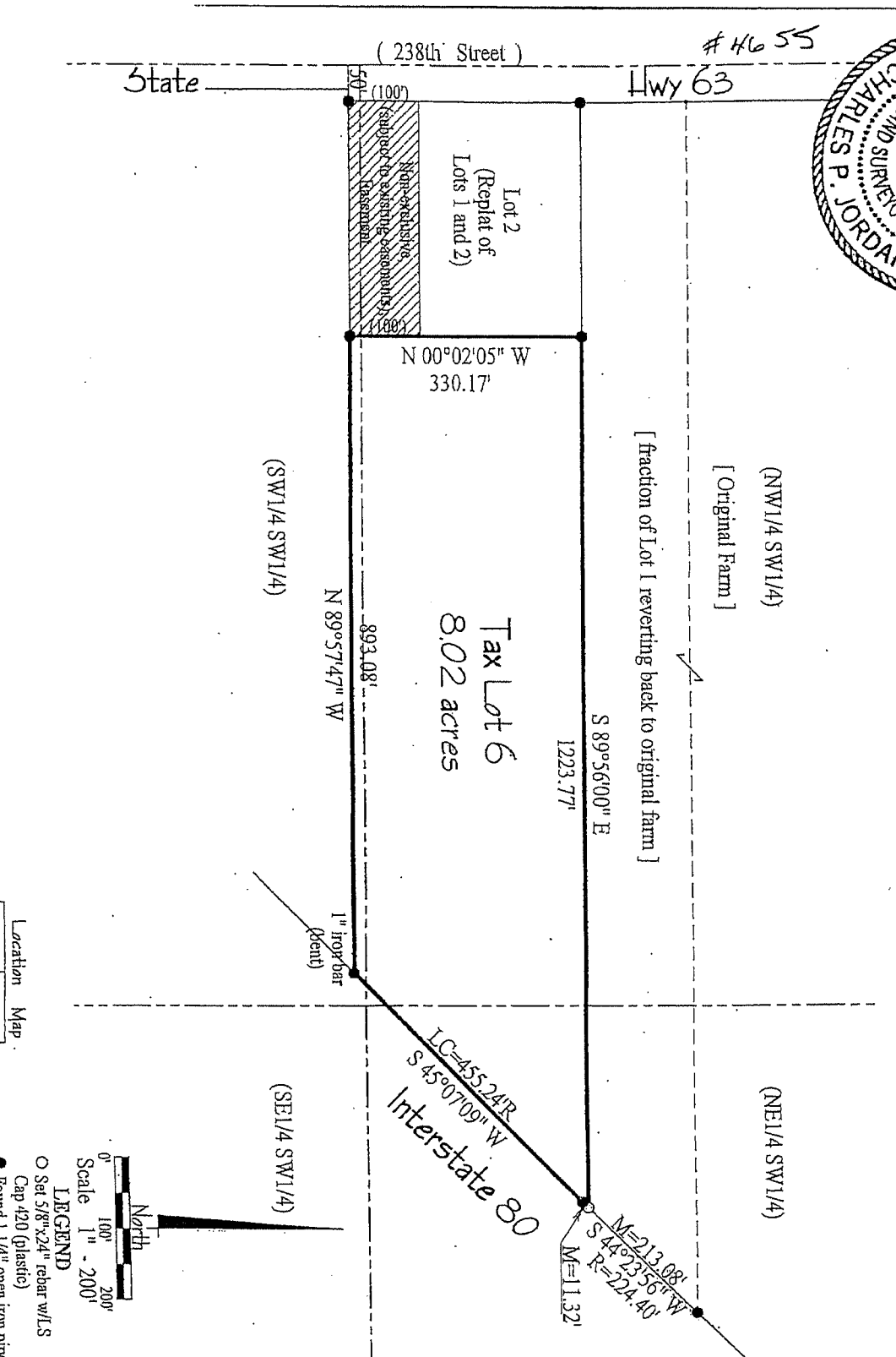
Depiction of Easement Area and Benefitted Property

(See attached)



" Tax Lot 6 "

an ADMINISTRATIVE SUBDIVISION being all of Lot 2 and a part of Lot 1 of "Replat of Lots 1 and 2", located in the SW1/4 of Section 26-T12N-R9E of the 6th P.M., Cass County, Nebraska



Location Map

North

Scale 1" = 200'

LEGEND
 ○ Set 5/8"x24" rebar w/LS Cap 420 (plastic)
 ● Pinned 1 1/4" iron from nine

EXHIBIT

A