

This instrument was prepared by and upon recordation should be returned to:
Noddle Development Co., Attn: Paul R. Dietsch, 2285 S. 67th Street, Suite 250, Omaha, NE 68106

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement ("Agreement") is entered into by and between West Farm RE, LLC, a Nebraska limited liability company ("WFRE") and New West Farm Holdings, LLC, a Nebraska limited liability company ("Holdings") as of the date set forth below (the "Effective Date").

WHEREAS, Holdings is the owner of the real estate described on Exhibit "A" attached hereto (the "Holdings Property"); and

WHEREAS, WFRE is the owner of the real estate described on Exhibit "B" attached hereto (the "WFRE Property"); and

WHEREAS, a private road is necessary in order to provide access to both the Holdings Property and the WFRE Property as shown on Exhibit "C" attached hereto (the "Access Easement Area"); and

WHEREAS, WFRE and Holdings wish to establish their respective rights and obligations with respect to the Access Easement Area and the improvements thereto.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Grant of Access Easement. Holdings hereby grants and conveys to WFRE, and its successors and assigns, for the benefit of the WFRE Property, a perpetual, non-exclusive easement over and across the portion of the Access Easement Area lying upon the Holdings Property, solely for the purposes of vehicular and pedestrian ingress and egress from the WFRE Property to Davenport Street. WFRE hereby grants and conveys to Holdings, and its successors and assigns, for the benefit of the Holdings Property, a perpetual, non-exclusive easement over and across the portion of the Access Easement Area lying upon the WFRE Property, solely for the purposes of vehicular and pedestrian ingress and egress from the Holdings Property to Davenport Street.

2. Installation. Holdings shall install all paving, curbing and other improvements to the Access Easement Area which relate to the "Access Drive" as described in Exhibit "D" attached hereto at its sole cost and expense. WFRE shall install all paving, curbing and other improvements to the Access Easement Area which relate to the "WFRE Entrance" as described in Exhibit "D" attached hereto at its sole cost and expense. Holdings shall cause the Access Drive to be constructed and available for use by June 30, 2019. WFRE shall have access to the Access Easement Area from not more than two (2) other locations on the east side of Lot 2 as depicted on Exhibit D; any paving, curbing and other improvements associated with such access points shall be at WFRE's expense. All such improvements located on the Holdings

MB 8-10-18

Property shall be constructed in conformity with the “City of Omaha Standard Specifications for Public Works Construction, 2014 Edition,” in addition to any other applicable construction standards.

3. Construction Easement. WFRE hereby grants and conveys to Holdings, and its successors and assigns, for the benefit of the Holdings Property, a perpetual, non-exclusive easement over and across such portion of the WFRE Property as is reasonable and necessary from time to time, solely for the purposes of constructing the Access Drive and performing the Maintenance Services (as defined below). Holdings hereby grants and conveys to WFRE, and its successors and assigns, for the benefit of the WFRE Property, a non-exclusive easement over and across such portion of the Holdings Property as is reasonable and necessary, solely for the purposes of constructing the WFRE Entrance and performing the WFRE Maintenance (as defined below). In the event of any damage to property resulting from such work, the responsible party shall repair or restore the property of the other party to a condition which is as good or better than the condition in which it existed prior to the performance of such work.

4. Maintenance, Repair and Improvement. The owner of the Holdings Property shall at all times after the Effective Date perform or cause to be performed all reasonably necessary maintenance of and repairs to the Access Drive and other improvements from time to time located in the Access Easement Area, which maintenance and repair shall include, without limitation, all reasonably necessary replacements, overlays, repairs, sweeping, cleaning, painting, private storm sewer maintenance, and ice and snow removal (the “Maintenance Services”). The owner of the WFRE Property shall at all times after the Effective Date perform or cause to be performed all reasonably necessary maintenance of and repairs to the WFRE Entrance, which maintenance and repair shall include, without limitation, all reasonably necessary replacements, overlays, repairs, sweeping, cleaning, painting, private storm sewer maintenance, and ice and snow removal (the “WFRE Maintenance”). WFRE shall be responsible for all costs related to the WFRE Maintenance. WFRE shall not, after the Effective Date, construct or install any additional improvements in the Access Easement Area other than (i) stop signs governing the entry into the Access Easement Area from the WFRE Property, (ii) any improvements required by applicable federal, state or local laws or regulations and (iii) any other improvements designed to improve traffic flow or reduce maintenance and repair costs upon which WFRE and Holdings agree in writing in advance. Other than WFRE’s obligations described in clauses (i) and (ii) of this Section 4, neither of Holdings or WFRE shall have any obligations to make any additional improvements in the Access Easement Area.

5. Cost Sharing. The costs to the owner of the Holdings Property of performing or causing to be performed the Maintenance Services, including but not limited to reasonable construction management fees (“Maintenance Costs”) shall be paid fifty percent (50%) by WFRE and fifty percent (50%) by Holdings. Holdings shall from time to time submit to WFRE a written statement of Maintenance Costs for the period in question, together with appropriate documentation of such costs and their payment. WFRE shall pay its share of the Maintenance Costs to Holdings within thirty (30) days following the date of each such statement. Any amounts not paid when due under this Agreement shall bear interest at the rate of fifteen percent (15%) per annum, compounded monthly, or such other lower maximum rate which may be allowed by law. Any obligation of WFRE to share in the costs of the Maintenance Services shall be limited to services rendered with respect to the Access Easement Area depicted on Exhibit C, as the parties expect that in the future, the private road will be expanded to serve additional portions of the Holdings Property. Until such additional construction is completed, Holdings shall install sufficient and proper “end of road” barriers.

6. Right to Cure. In the event that: (i) Holdings fails to perform or cause to be performed the Maintenance Services, and such failure continues for thirty (30) days after the date of written notice from WFRE to Holdings; or (ii) at any time access to or from the WFRE Property over the Access Easement Area is unreasonably impeded by ice and snow, and Holdings is not making reasonable efforts to remove same; then WFRE may perform or cause to be performed such repair, maintenance or removal and Holdings shall pay to WFRE an amount equal to fifty percent (50%) of the reasonable cost to WFRE of such repair, maintenance or removal, within thirty (30) days following receipt of a written statement of such expenses together with appropriate documentation of such costs and their payment. Amounts not paid when due

M 8/10/12

shall bear interest from and after such due date at the lesser of the maximum interest rate permitted by law or fifteen percent (15%).

7. Performance of Work. All installation or construction of improvements in the Access Easement Area shall be in accordance with all applicable laws, ordinances, and regulations, and shall be based on all necessary governmental permits and approvals. In performing or causing to be performed any Maintenance Services, Holdings will not permit any mechanics' or materialmen's' liens to attach to the Access Easement Area or to any of the Holdings Property or the WFRE Property. In performing or causing to be performed any WFRE Maintenance, WFRE will not permit any mechanics' or materialmen's' liens to attach to the Access Easement Area or to any of the Holdings Property.

8. Notices. All notices, statements or other communications required or permitted hereunder shall be in writing and delivered personally or sent by registered or certified United States mail to the parties hereto at the following addresses:

WFRE: West Farm RE LLC
4645 South 84th Street
Omaha, Nebraska 68127
Attn: Steven M. Hinchcliff

With a copy to: Paul Elofson
Fitzgerald Schon PC
10050 Regency Circle, Suite 200
Omaha, Nebraska 68114

Holdings: New West Farm Holdings, LLC
10805 Old Mill Road
Omaha, Nebraska 68154
Attn: Jeffrey Silver

With a copy to: Jay Noddle
Noddle Development Company
2285 South 67111 Street, Suite 250
Omaha, Nebraska 68106

Or to such other addresses as either party may from time to time specify in writing to the other in accordance with this Agreement.

9. Binding Effect. All of the covenants and agreements contained herein shall be covenants running with the land and all the provisions of this Agreement shall bind and benefit the parties hereto and their respective successors and assigns as owners of the various parcels of real property covered hereby. Other than the obligation of Holdings to construct the Access Drive as described in Paragraph 2, which obligation shall survive, upon any transfer of an interest in any of the real property covered by this Agreement, the transferor thereof shall be relieved of all liability, with respect to the interest transferred, for obligations under this Agreement accruing after the effective date of the transfer. In the event that any real property covered hereby is divided into two or more new lots, then each of the covenants and agreements contained herein shall be deemed to run separately to each of such new lots, and the owner(s) of each of such new lot shall have the benefits hereof and shall be responsible for such share of such real property's share of the Maintenance Costs as the owner(s) of such new lots may from time to time specify in a supplement hereto executed only by such owners and recorded in the office of the Douglas County Register of Deeds.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

MS 8/10/18

11. No Merger of Interests. Common ownership of any of the various parcels of real property governed hereby, or of any of the platted lots in such parcels as of the Effective Date, shall not terminate or affect any of the easements or covenants contained herein through merger or otherwise.

12. Counterparts. This Agreement may be executed in counterparts.

MA 8-10-18

DATED: Aug. 10, 2018

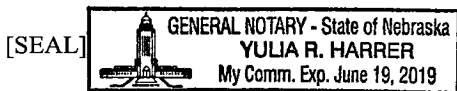
WEST FARM RE, LLC, a Nebraska limited liability company

By [Signature]
Title: mgr

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 10th day of August, 2018, before me, a notary public in and for said county and state, personally came Steven M. Hinchcliff, Sole Manager of WEST FARM RE, LLC, a Nebraska limited liability company, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

WITNESS my hand and notarial seal in said county and state, the day and year last above written.



Yulia R. Harrer
Notary Public

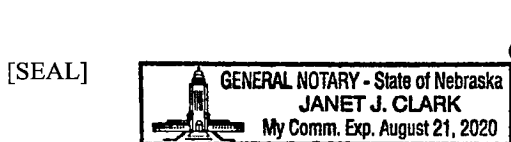
NEW WEST FARM HOLDINGS, LLC, a Nebraska limited liability company

By [Signature]
Title: Vice President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 14 day of AUGUST, 2018, before me, a notary public in and for said county and state, personally came JEFFREY SILVER, VICE PRESIDENT of NEW WEST FARM HOLDINGS, LLC, a Nebraska limited liability company, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

WITNESS my hand and notarial seal in said county and state, the day and year last above written.



Janet J. Clark
Notary Public

M 8-10-18

Exhibit "A"
Holdings Property

Lot 1, West Farm Replat 2, in the City of Omaha, Douglas County, Nebraska

Exhibit "B"

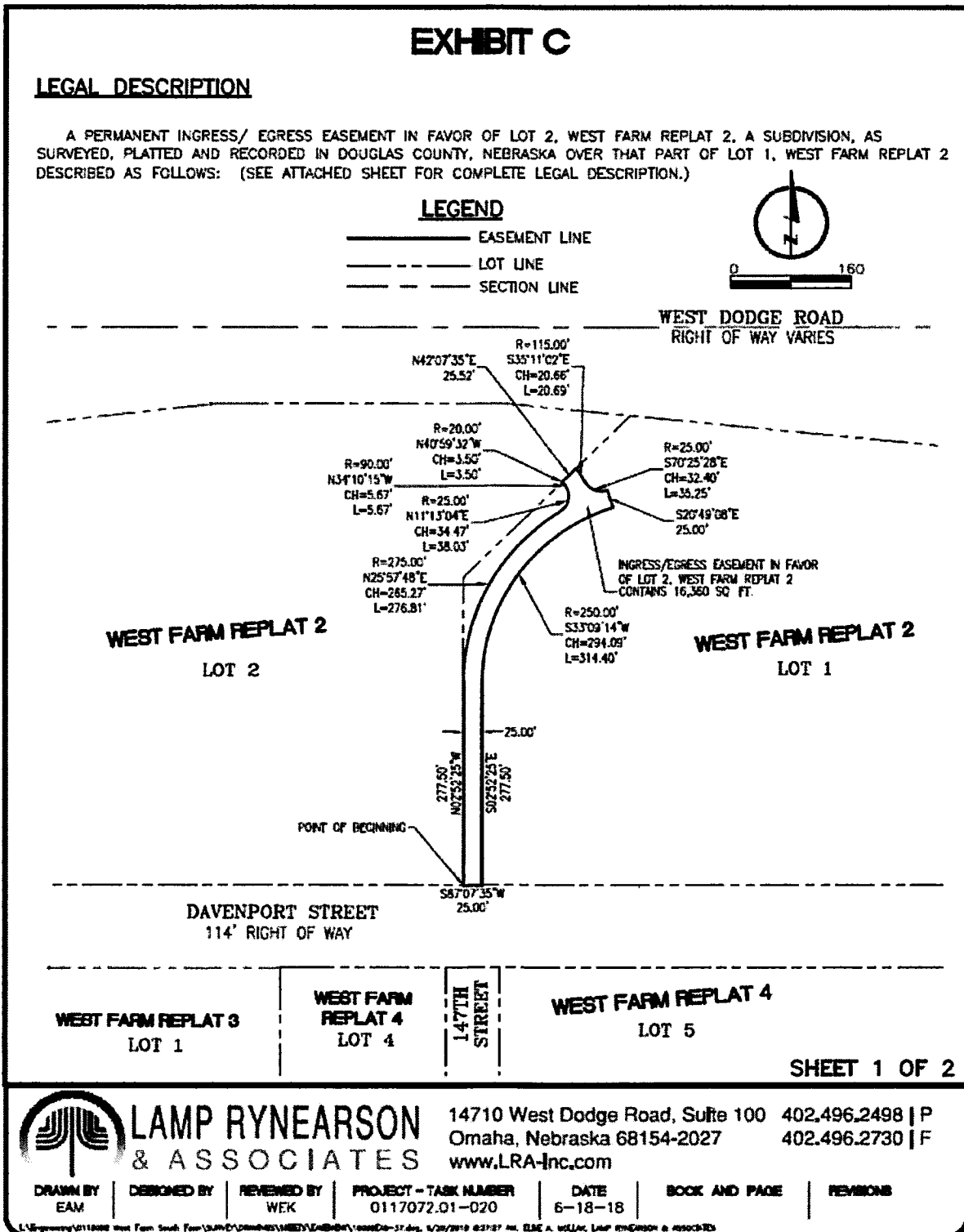
WFRE Property

Lot 2, West Farm Replat 2, in the City of Omaha, Douglas County, Nebraska

8.10.18

Exhibit "C"

Access Easement Area



MA 8-10-18

EXHIBIT C

LEGAL DESCRIPTION

A PERMANENT INGRESS/ EGRESS EASEMENT IN FAVOR OF LOT 2, WEST FARM REPLAT 2, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA OVER THAT PART OF LOT 1, WEST FARM REPLAT 2 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, WEST FARM REPLAT 2;

THENCE NORTH 02°52'25" WEST (BEARINGS REFERENCED TO THE FINAL PLAT OF WEST FARM REPLAT 2) FOR 277.50 FEET ALONG THE WEST LINE OF SAID LOT 1, WEST FARM REPLAT 2;

THENCE ALONG A CURVE TO THE RIGHT (HAVING A RADIUS OF 275.00 FEET AND A LONG CHORD BEARING NORTH 25°57'48" EAST FOR 265.27 FEET) FOR AN ARC LENGTH OF 276.81 FEET;

THENCE ALONG A CURVE TO THE LEFT (HAVING A RADIUS OF 25.00 FEET AND A LONG CHORD BEARING NORTH 11°13'04" EAST FOR 34.47 FEET) FOR AN ARC LENGTH OF 38.03 FEET;

THENCE ALONG A CURVE TO THE LEFT (HAVING A RADIUS OF 90.00 FEET AND A LONG CHORD BEARING NORTH 34°10'15" WEST FOR 5.67 FEET) FOR AN ARC LENGTH OF 5.67 FEET;

THENCE ALONG A CURVE TO THE LEFT (HAVING A RADIUS OF 20.00 FEET AND A LONG CHORD BEARING NORTH 40°59'32" WEST FOR 3.50 FEET) FOR AN ARC LENGTH OF 3.50 FEET TO THE WEST LINE OF SAID LOT 1, WEST FARM REPLAT 2;

THENCE NORTH 42°07'35" EAST FOR 25.52 FEET ALONG THE WEST LINE OF SAID LOT 1, WEST FARM REPLAT 2;

THENCE ALONG A CURVE TO THE RIGHT (HAVING A RADIUS OF 115.00 FEET AND A LONG CHORD BEARING SOUTH 35°11'02" EAST FOR 20.66 FEET) FOR AN ARC LENGTH OF 20.69 FEET;

THENCE ALONG A CURVE TO THE LEFT (HAVING A RADIUS OF 25.00 FEET AND A LONG CHORD BEARING SOUTH 70°25'28" EAST FOR 32.40 FEET) FOR AN ARC LENGTH OF 35.25 FEET;

THENCE SOUTH 20°49'08" EAST FOR 25.00 FEET;

THENCE ALONG A CURVE TO THE LEFT (HAVING A RADIUS OF 250.00 FEET AND A LONG CHORD BEARING SOUTH 33°09'14" WEST FOR 294.09 FEET) FOR AN ARC LENGTH OF 314.40 FEET;

THENCE SOUTH 02°52'25" EAST FOR 277.50 FEET 25 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 1, WEST FARM REPLAT 2 TO THE NORTH RIGHT OF WAY LINE OF DAVENPORT STREET;

THENCE SOUTH 87°07'35" WEST FOR 25.00 FEET TO THE POINT OF BEGINNING;
CONTAINS 16,360 SQUARE FEET.

SHEET 2 OF 2



**LAMP RYNEARSON
& ASSOCIATES**

14710 West Dodge Road, Suite 100 402.496.2498 | P
Omaha, Nebraska 68154-2027 402.496.2730 | F
www.LRA-Inc.com

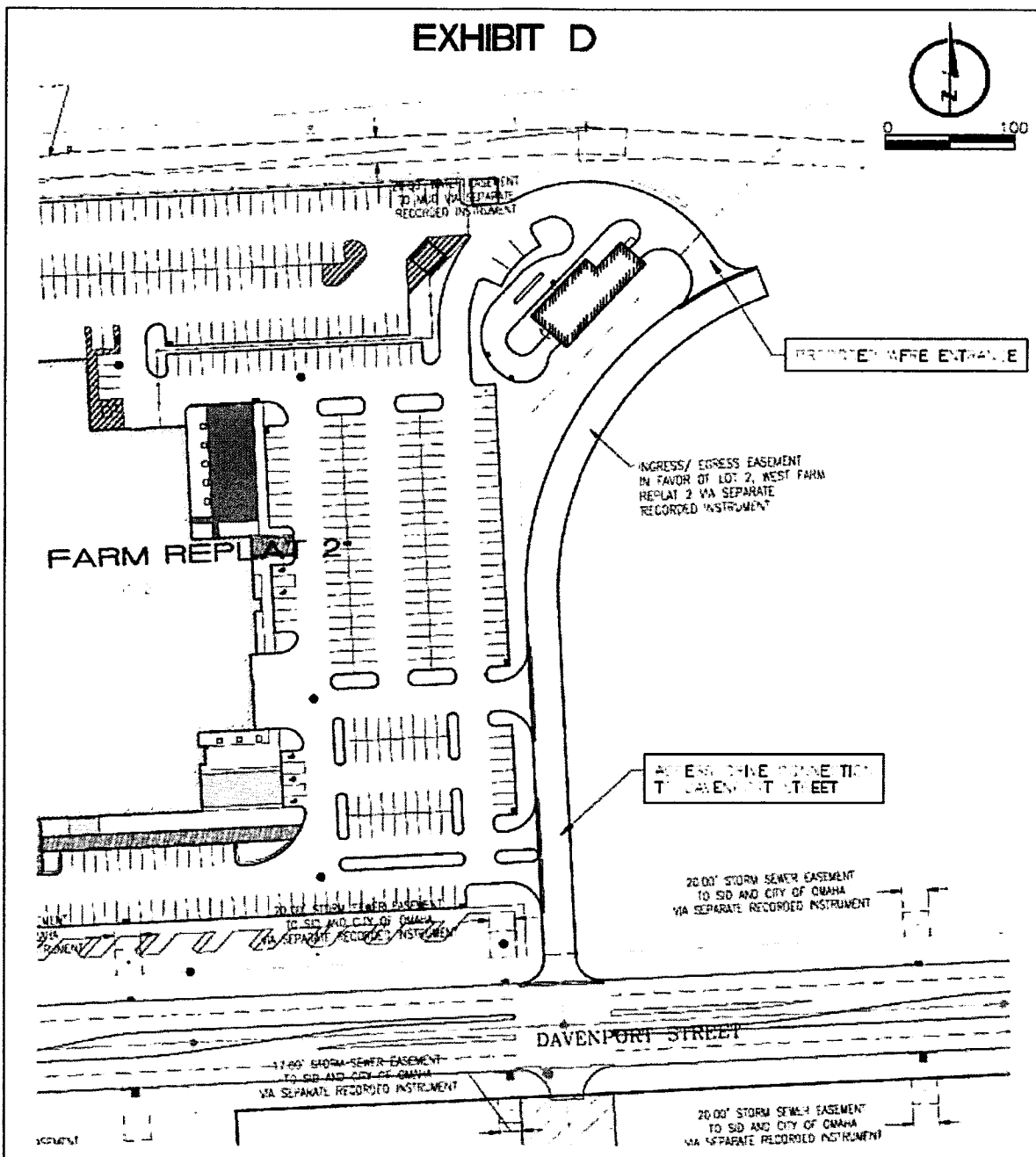
DRAWN BY EAM	DESIGNED BY	REVIEWED BY WEK	PROJECT - TASK NUMBER 0117072.01-020	DATE 6-18-18	BOOK AND PAGE	REVISIONS
-----------------	-------------	--------------------	-----------------------------------------	-----------------	---------------	-----------


L:\Engineering\2018068 West Farm South Farm\SURVEY\DRAWINGS\SHEDS\EXHIBIT\000000-37.dwg, 6/20/2018 8:27:04 AM, ELEC. A. MULLALU, LAMP RYNEARSON & ASSOCIATES

Mr 8-10-18

Exhibit "D"

Access Drive and WFRE Entrance



 LAMP RYNEARSON & ASSOCIATES		14710 West Dodge Road, Suite 100 402.496.2498 P Omaha, Nebraska 68154-2027 402.496.2730 F www.LRA-inc.com				
DRAWN BY RJK	DESIGNED BY CVW	REVIEWED BY JTF	PROJECT - TASK NUMBER 0117072.01-020	DATE 6-22-2018	BOOK AND PAGE	REVISIONS

8/10/18 RJK