

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2006-02292

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Glenn J. Lawding
REGISTER OF DEEDS

COUNTER P C.E. P
VERIFY AD D.E. AK
PROOF _____
FEES \$ 21.00
CHECK# _____
CHG. _____ CASH 21.00
REFUND _____ CREDIT _____
RECORD _____ NCR _____
Stamped Copy

EASEMENT AGREEMENT

This Easement Agreement is made effective this 20th day of September, 2005, by and between WOLF CREEK CENTER, LLC, a Nebraska limited liability company ("Grantor"), and THE 15TH & CORNHUSKER, L.L.C., a Nebraska limited liability company ("Grantee").

Preliminary Statement

The Grantor is the owner of real property in Sarpy County, Nebraska, legally described as follows (the "Grantor Property"):

Lot 6, Wolf Creek Replat 1, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

The Grantee is the owner of real property in Sarpy County, Nebraska, legally described as follows (the "Grantee Property"):

Lot 1, Wolf Creek Replat 1, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.

The Grantor Property and the Grantee Property are part of the Wolf Creek shopping center. The Grantor Property is presently improved with shopping center buildings, a paved parking lot and drive areas. The Grantee intends to develop the Grantee Property with a building and paved parking and drive areas.

Grantor has agreed to grant to Grantee a nonexclusive ingress and egress easement to allow Grantee and it's "Permittees", as hereinafter defined, the right to come upon and travel across all entrances and drive areas, walkways, and parking areas which now exist or will exist in the future on the Grantor Property. Grantor has also agreed to grant to Grantee and it's "Permittees" a perpetual nonexclusive easement for parking on up to twenty (20) non-designated parking stalls on the Grantor Property.

*Revd
Clare
Mike Hogan
+ Co.*

Return to:
James D. Buser
Pansing Hogan Ernst & Bachman, LLP
10250 Regency Circle, Suite 300
Omaha, Nebraska 68114

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A

In consideration of the foregoing, the payment by Grantee to Grantor of the sum of One Hundred Dollars (\$100), and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Grantee do hereby agree as follows:

ARTICLE I
INGRESS AND EGRESS EASEMENT

A. The Grantor grants to the Grantee, its employees, contractors, agents, licensees, invitees and lessees, and any of its lessees employees, contractors, agents, licensees, and invitees, and all of their respective successors and assigns (collectively "Permittees"), a perpetual nonexclusive right, privilege and easement to come upon and travel across all entry and drive areas, walkways, and parking areas now existing or hereafter created on the Grantor Property (the "Ingress/Egress Easement").

B. The Ingress/Egress Easement created pursuant to this Article I, as such relates to vehicular ingress and egress, shall be limited to, and shall be used only for, pedestrian, automobile and light truck purposes.

ARTICLE II
PARKING EASEMENT

The Grantor grants to the Grantee, and it's "Permittees", a perpetual nonexclusive right, privilege and easement to use for parking purposes up to twenty (20) parking stalls which are situated on the Grantor Property.

ARTICLE III
MISCELLANEOUS

A. The easements provided for in Article I and Article II of this Easement Agreement shall run with the land, inure to the benefit of, and be binding upon the parties, and their respective heirs, personal representatives, successors and assigns. This Easement Agreement may be amended and modified only by written instrument executed by the owners of the Grantor Property and Grantee Property.

B. No waiver of any breach of any of the easements or agreements contained in this Easement Agreement shall be construed or constitute a waiver of any other breach, or waiver, acquiescence or consent to any further or succeeding breach of the same or any other easement or agreement.

C. This Easement Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska.

B

IN WITNESS WHEREOF, this Easement Agreement is made to be effective as of the date and year first above written.

WOLF CREEK CENTER, LLC, a Nebraska limited liability company

By: Michael J Hogan
Title: manager

THE 15th & CORNHUSKER, L.L.C., a Nebraska limited liability company

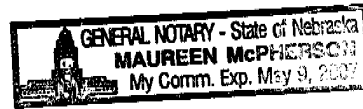
By: Michael J Hogan
Title: manager

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STATE OF NEBRASKA)
SARPY) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 20 day of September, 2005, by Michael J. Hogan, manager of WOLF CREEK CENTER, LLC, a Nebraska limited liability company, on behalf of the company.

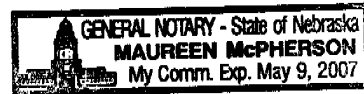
Maureen McPherson
Notary Public



STATE OF NEBRASKA)
SARPY) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 26 day of September, 2005, by Michael J. Hogan, manager of THE 15TH & CORNHUSKER, L.L.C., a Nebraska limited liability company, on behalf of the company.

Maureen McPherson
Notary Public



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