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Pages 5



Title of Document: First Amendment to Cross Easement Agreement

Date of Document: September 19, 2013

Developer: Lincoln Q Company, L.L.C., a Missouri limited liability company

Owner: Arthur L. Knox, as Trustee of the Arthur L. Knox Living Trust U/T/A
9/2/11

Owner(s) Mailing Address: 920 Pine Tree Lane, Lincoln, NE 68521

Reference Book and Page(s):

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document.)

ENV Lewis Rice

First Amendment to Cross Easement Agreement

Sept. 19 This First Amendment to Cross Easement Agreement (the "Amendment") is made as of 2013, by and between **Lincoln Q Company, L.L.C.**, a Missouri limited liability company ("**Developer**"), with an address at 598 N. Winnebago Drive, Lake Winnebago, Missouri 64034, Attention: Michael Bo Conrad, and **Arthur L. Knox, as Trustee of the Arthur L. Knox Living Trust U/T/A 9/2/2011** ("**Owner**"), with an address at 920 Pine Tree Lane, Lincoln, Nebraska 68521.

Recitals

A. Lincoln "Q" Company, a Nebraska general partnership (predecessor to Developer) and N & K Investment Co., a Nebraska general partnership (predecessor to Owner) executed that certain Cross Easement Agreement dated May 28, 1993, and recorded Inst No. 93-21953, 1993, in Book _____, at Page _____, of the Real Property Records of Lancaster County, Nebraska (the "**Easement Agreement**").

B. Developer and Owner desire to amend the Easement Agreement in accordance with the terms of this Amendment.

NOW, THEREFORE, in consideration of mutual covenants, Developer and Owner agree as follows:

Q PLACE
1. **Definitions.** Any capitalized term used herein but undefined shall have the meaning as defined in the Easement Agreement. The legal description of the Developer Tract is Lots 2 and 3 and Outlot "A", "Q" Place, a subdivision in the City of Lincoln, Lancaster County, Nebraska. The legal description of the Owner's Tract is Lot 1, "Q" Place, a subdivision in the City of Lincoln, Lancaster County, Nebraska.

2. **Conflict.** In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control.

3. **Retail Fabric Store Use.** Developer and Owner acknowledge that as of the date of this Agreement the building on the Owner's Tract is vacant and is not being used as a retail fabric store or for any other use. Developer and Owner agree that the use of the building on the Owner's Tract as a retail fabric store is no longer a permitted use.

4. **BeautyFirst Permitted Use.** Developer and Owner agree that all or a portion of the building on the Owner's Tract may be used for the following use (collectively, the "**BeautyFirst Permitted Use**"): the operation in compliance with all applicable laws of a beauty supply store, hair salon and spa for the retail sale of beauty related merchandise and for the providing of beauty related services as are found in a majority of the stores operated under the trade name "beautyfirst" as of the date of this Agreement including, without limitation, the following: (a) the retail sale of hair, nail and skin care beauty products, (b) the operation of a hair salon (whether a traditional employee based salon or through an independent contractor booth rental arrangement), including the providing of hair blow out services, manicures, and pedicures,

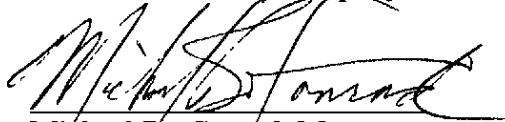
(c) the operation of a spa, including massages, waxing, laser hair removal, facial rejuvenating services, teeth whitening, and botox injections and other similar beauty care injections, and (d) as an incidental part of such business, the retail sale of clothing and other merchandise related to the foregoing uses. Other than the BeautyFirst Permitted Use, Owner shall not use or permit the use of all or any portion of the building on the Owner's Tract for any other use or purpose without first obtaining Developer's prior written consent in accordance with the terms of Section 9(D) of the Easement Agreement. At such time that no portion of the building on the Owner's Tract has been used for the BeautyFirst Permitted Use for a period of 180 consecutive calendar days, the right to use all or a portion of the building on the Owner's Tract for the BeautyFirst Permitted Use shall cease.

5. **Miscellaneous.** The Easement Agreement, as herein amended, shall continue in full force and effect. This Amendment is binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, and shall run with the land.

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IN WITNESS WHEREOF, this Amendment is executed as of the date first above written.

DEVELOPER:
Lincoln Q Company, L.L.C.,
a Missouri limited liability company

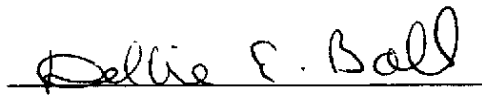
By: 
Michael Bo Conrad, Manager

STATE OF MISSOURI)
) ss:

COUNTY OF JACKSON)

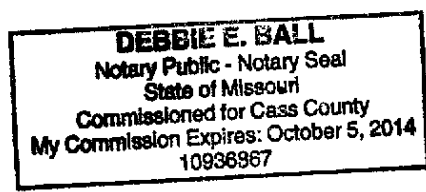
On this 19th day of Sept., 2013, before me, a Notary Public in and for such County and State, personally appeared Michael Bo Conrad, to me personally known, who, being by me duly sworn, did say that he is the Manager of **Lincoln Q Company, L.L.C.**, a Missouri limited liability company, and that such instrument was signed in behalf of such entity by authority of its members and such person acknowledged such instrument to be the free act and deed of such entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

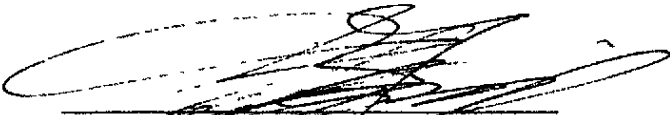

Notary Public

My Commission Expires:

10/5/14



OWNER:



**Arthur L. Knox, as Trustee of the
Arthur L. Knox Living Trust**

U/T/A 9/2/2011

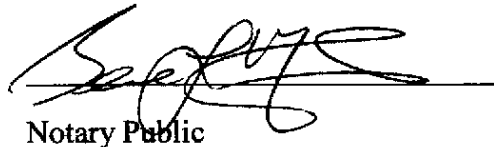
STATE OF NEBRASKA)

) ss:

COUNTY OF LANCASTER)

On this 5th day of September, 2013, before me, a Notary Public in and for such County and State, personally appeared **Arthur L. Knox, as Trustee of the Arthur L. Knox Living Trust U/T/A 9/2/2011**, to me personally known, who, being by me duly sworn, did say that he is signed in behalf of such trust and such person acknowledged such instrument to be his free act and deed on behalf of such trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.


Notary Public

My Commission Expires:

12-17-2016

